

AIRASIA'S TERMS & CONDITIONS OF CARRIAGE

Article 1 Definitions

1.1 Meanings: In these Terms & Conditions, these particular expressions have the following meanings :

- Baggage or "baggage" means your personal property accompanying you in connection with your trip. Unless otherwise specified, it includes both your Checked and Unchecked Baggage;
- "Baggage Check" means a document issued to Passenger by us as a receipt for Checked Baggage and which relate to the carriage of Checked Baggage and includes the Baggage Identification Tag.
- "Baggage Identification Tag" means a document issued by us solely for identification of Checked Baggage.
- "Checked Baggage" means baggage of which we take custody and for which we have issued a Baggage Identification Tag; it is also sometimes referred to as "registered baggage".
- "Conditions of Contract" means those statements contained in or delivered with the Itinerary, identified as such and which incorporate by reference, these Terms & Conditions and notices available at our offices and check-in counters.
- "Connecting Time" means a time between the arrival of one flight to the departure of another flight for FLY-THRU flights which shall not be less than ninety (90) minutes and not more than six (6) hours apart. We reserve the right to revise the Connecting Time without prior advise due to airport restrictions imposed upon us by the airport operator and/or operational requirements.
- "Damage" includes death, bodily injury to a passenger, delay, loss, partial loss or other damage, arising out of or in connection with carriage or other services incidental thereto performed by us.
- "Electronic Coupon" means an electronic flight coupon or other value document held in our database.
- "Electronic Ticket" means the Itinerary issued by us or on our behalf, the Electronic Coupon and if applicable, a boarding document.
- "Flight Coupon" means that portion of the Ticket that bears the notation "good for passage" or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried. • "FLY-THRU" means flight transfer services for flights purchased under a single Itinerary wherein the arrival of the first flight and the departure of the subsequent flight is within the Connecting Time.
- "Itinerary" or "Travel Itinerary" means the document we issue to Passenger that includes the Passenger's name, flight information, booking number, Conditions of Contract and notices
- "Passenger," you, "your" and "yourself" means any person, except members of the crew, carried or to be carried in an aircraft with our consent.
- "Route" means the flight from the airport at the point of origin to the airport at the point of destination.
- "Seat" means a seat in our aircraft.
- "Tariff" means our fares and charges published electronically or on paper.
- "Ticket" means the Itinerary and includes the Electronic Ticket and Electronic Coupon issued by us or on our behalf and including the Conditions of Contract and notices contained in it.
- "Terms & Conditions" means these Terms and Conditions of Carriage.
- "Unchecked Baggage", means any baggage other than Checked Baggage including all items brought by you into the aircraft cabin.
- "We", "our", "ourselves", "us" and "Carrier" means AirAsia Berhad.
- "Website" means the internet site www.airasia.com provided by us for the purpose of Passengers making online bookings and to access information about us.

1.2 Captions: The title or caption of each Article of these Terms & Conditions is for convenience only and is not to be used for interpretation of the text.

Article 2 Applicability

2.1 General: These Terms & Conditions apply to the carriage by air or by other means of transportation including surface transportation of Passengers and Baggage performed by us or on our behalf and to any liability we may have in relation to that carriage and transportation.

2.2 Terms & Conditions Prevail: Except as provided in these Terms & Conditions, in the event of inconsistency between these Terms & Conditions and our Conditions of Contract or any other regulations we may have dealing with particular subjects, these Terms & Conditions shall prevail.

2.3 Language: The language of these Terms & Conditions is English and even though there may be translations of these Terms & Conditions in other languages, English shall be the sole language used in the interpretation of these Terms & Conditions.

Article 3 Tickets / Itinerary

3.1 Prima Facie Evidence Of Contract The Itinerary is prima facie evidence of the contract for carriage between passenger and us. The Itinerary, these Terms & Conditions and our Conditions of Contract (including applicable Tariffs) together constitute the terms and conditions of the contract of carriage between you and us.

3.2 Transferability: The contract for carriage is only transferable as provided in these Terms & Conditions and our Conditions of Contract.

3.3 Validity: The Itinerary is only valid for the Passenger named and the flight specified therein.

3.4 Identity: We will provide carriage only to the Passenger named in the Itinerary or Electronic Ticket. You will be required to produce appropriate identification at check-in.

Article 4 Fares

4.1 General: Fares apply only to carriage from the airport at the point of origin to the airport at the point of destination. Fares exclude ground transport services between airports and between airports and town terminals unless otherwise specifically stated by us. We are strictly a point-to-point carrier and shall not be responsible to you for any connecting flights. We shall not be liable to you for your failure to meet any connecting flights. If you have purchased our FLY-THRU product, the relevant terms governing FLY-THRU in these Terms and Conditions shall apply. If you have purchased a FLY-THRU involving more than one participating airline, you shall be subject to the Terms & Conditions of Carriage of each respective airline.

4.2 Infants: The fees for infants between nine (9) days old to under the age of two (2) - 24 months) years old (on the date of travel) are provided for in the fee schedule. An infant may travel provided he sits on an adult's lap. Only one (1) infant is allowed for one (1) adult. No perambulators are allowed on board the aircraft. The number of infants is limited per flight due to safety regulations and as such, there may be a possibility that we may not be able to accommodate your request to carry infants with you.

4.3 Government Taxes, Charges and Insurance Surcharge: Any government taxes, charges or insurance surcharge imposed on air travel by the Government, relevant authority or the airport operator in respect of your use of any of our services or facilities will be in addition to our fares, administration fees and charges and shall be borne by you, unless otherwise specifically stated by us. Such government taxes, charges and insurance surcharge imposed on air travel may change from time to time and can be

imposed even after the date that your booking has been confirmed. You shall nevertheless bear such government taxes, charges or insurance surcharge as and when they fall due prior to departure. Please refer to our fee schedule for amounts on taxes, charges and Insurance Surcharge. We shall refund airport tax only. Airport tax is only refundable if requested in writing within 6 months of the travel date and the refund is subject to a refund processing fee, where applicable.

4.4 Currency: Fares and charges are payable in the currency prescribed by our published fares unless otherwise specifically stated by us.

4.5 Accuracy: All fares, prices, flight schedules, routes published, prebooked products and services are correct at the time of publication and are subject to change at any time and from time to time without prior notice.

4.6 Applicable Fares: Applicable fares are those published by us or on our behalf, whether electronically or by way of other medium. Fares may exclude administration fees, service charges and other charges unless otherwise specifically stated by us.

Article 5 Booking of Seats

5.1 Confirmation of Booking: The booking of a Seat is confirmed after full payment of the fare is made and after we issue you a booking number and/or the Itinerary. Once confirmed, the booking cannot be cancelled and payments made are not refundable.

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5.3 Flight Change: Once a booking number has been issued, flight changes are subject to the following terms: Inside of forty-eight (48) hours prior to the scheduled flight departure time, no changes are allowed. The charges for flight change outside of forty-eight (48) hours prior to the scheduled flight departure time are provided for in the Fee Schedule, subject to the following conditions:

(a) if a lower fare is available, the difference in fares will not be refunded to the passenger; (b) if the new flight booked is in a higher fare class than that of the cancelled booked flight, the difference in fares shall be paid by the passenger before the cancellation or change can be made; (c) the change is not confirmed until we issue you a new Itinerary and/or booking number. (d) changes on route(s) are not allowed.

5.4 Promotional Fares: Article 5.3 regarding Flight Change rules and Article 5.5 regarding Name Change do not apply to certain selected promotional fares.

5.5 Name Change: Once a booking number has been issued, you are not allowed to substitute the passenger named in the confirmed booking with another passenger name. Please refer to the Fee schedule for countries where Name Change is allowed.

5.6 Payment: Fares must be paid in full when a booking is made. In the event that the fare has not been paid in full for any reason whatsoever, we reserve the right to cancel the booking prior to check-in and/or to disallow you to board the aircraft.

5.7 Personal Data: You hereby acknowledge and agree that your personal data has been given to us for the purposes of making bookings for carriage and providing you with confirmation of that booking, providing and developing ancillary services and facilities, facilitating immigration and entry procedures, accounting, billing and auditing, checking credit or other payment cards, security, administrative and legal purposes, credit card issuance, systems testing, maintenance and development, statistical analysis, and helping us in any future dealings with you. For these purposes, by entering into a contract of carriage with us you authorize us to retain and use your personal data and to transmit it to our own offices, authorized agents and third party business associates, government agencies, other carriers or the providers of the services mentioned above.

5.8 Seating: We do not guarantee to provide any particular seat in the aircraft and you agree to accept any seat that may be allotted or is otherwise made available on the flight. You will be allocated a seat upon check-in. We reserve the right to re-assign seats at any time, including after boarding of the aircraft. This may be necessary for operational, safety, government regulatory, health or security reasons.

5.8.1 Advance seat request (ASR) : Subject to availability you may pay a fee for an advance seat request (ASR) at the time of reservation or up to 24 hours prior to the scheduled time of departure for an advance seat assignment. Please refer to our fee schedule for the fee for an ASR. Where an ASR is purchased, we reserve our right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons. We do not guarantee any specific seat reassignments, whether for an aisle, window, exit row, or other type of seat. We will, however, make reasonable efforts to honour paid seat assignments.

5.8.2 If at any time after successfully purchasing an ASR and our schedules are changed, terminated, delayed or merged due to circumstances which we reasonably consider to be beyond our control or for commercial reasons or reasons of safety, we shall at our option, either: a) carry you on the same ASR on the next available flight; or b) carry you on an ASR of equivalent value on the next available flight; or c) carry you on any randomly assigned seat on the next available flight whereby we will then refund you the ASR payment. The options outlined in this Article 5.8.2 are the sole and exclusive remedies available to you and we shall have no further liability to you.

5.9.1 In-flight products: The provision of in-flight products, services or advertised programmes is subject to availability. In-flight products or services are non-refundable and non-transferable once purchased. We do not accept any bookings or changes to in-flight products or services within 48 hours from the scheduled flight departure time. We reserves the right, without prior notice, to amend/change the prices or substitute any component for in-flight products or services. The boarding pass is proof of purchase of your pre-booked in-flight products or services and must be presented to the cabin crew onboard to redeem the pre-booked in-flight products or services. All prices and/or savings quoted for your in-flight prebooked products or services are correct at the time of booking.

5.9.2 Meals: Meal selections are subject to variation from time to time. Food may contain nuts, dairy and/or gluten. We do not accept any bookings or changes to your meal selections within 48 hours from the scheduled flight departure time. We reserves the right, without prior notice, to amend/change the prices for prebooked meals, substitute any component of the pre-booked meal with an item of similar value subject to availability and/or aircraft suitability. The boarding pass is proof of purchase of your pre-booked meal and must be presented to the cabin crew onboard to redeem your pre-booked meal. All prices and/or savings quoted from your prebooked meals are correct at the time of booking.

Article 6 Check-in and Other Requirements of Carriage 6.1.1 Check-In, Deadlines and Conditions: Our check-in counters are open two (2) hours before the scheduled flight departure time. The counters close forty-five (45) minutes before the scheduled flight departure time*. Check-in deadlines may vary at different airports and for particular flights.

It is your responsibility to ensure that you comply with these deadlines particulars of which will be available at the time you make your booking. In any event, without derogating from the generality of other provisions of these Terms & Conditions governing the right of refusal of carriage, we reserve the right not to allow you to check in without any liability to you and without having to refund to you any fare paid: (a) if you attempt to check in inside forty-five (45) minutes* before your scheduled flight departure time; (b) if you fail to have proper identification or fail to identify yourself to our staff; (c) if you fail to have the proper documents, permits, visa, necessary for travel to a particular place or country; (d) if you have not fully paid any fare or other fees or charges due to us; (e) if you have been violent to our staff or caused disturbance at our counter or have abused our staff whether physically or verbally; (f) if the Government or other authorities prohibits your checking in or boarding the aircraft; (g) if in our judgment, you are not fit to travel due to drunkenness or any obvious adverse medical condition; and/or (h) if in our judgment, you are not medically fit to travel or your medical condition poses or could pose a danger or threat to the health of other passengers. * For AirAsia flights to and from Australia our check-in counters will open 3 hours and close 60 minutes prior to the scheduled flight departure time

6.1.2 Self Check-in: We offer a self check-in facility. The facility is subject to specific requirements and restrictions to changes after checking in which may be viewed on our website under Self Check-in.

6.1.3 Unavailability of Seat: There is a chance a seat may not be available for you on your flight even if your booking is confirmed. This is due to the common practice in the airline industry of overbooking. In the event of such unavailability of seat, we shall at our option, either: a) carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charge and, where necessary, extend the validity of your booking; or b) should you choose to travel at another time, retain the value of your fare in a credit account for your future travel provided that you must re-book within three (3) months therefrom

6.1.4 Sole remedies: The options outlined in Article 6.1.3 (a) to (b) are the sole and exclusive remedies available to you and we shall have no further liability to you.

6.2.1 Boarding: You should be at the boarding gate at least sixty (60) minutes prior to scheduled departure. Boarding closes twenty (20) minutes prior to departure. If you arrive later than this at the boarding gate you will not be accepted for travel.

6.2.2 Passengers who have purchased a Hot Seat under our ASR service will be given priority queuing from the general boarding which will allow them to proceed to the aircraft first. Once general boarding has commenced, passengers who have purchased our Hot Seat shall join the general boarding queue.

6.3 No-show: You must be present at check in on time and be present at the boarding gate later than the time specified by us at the time of check in. Failing to check in on time and boarding the aircraft by the time the aircraft departs, the fare you paid will not be refunded to you for any reason whatsoever.

6.4 Compliance: You are solely responsible for complying with all laws, regulations, orders, demands and requirements of countries flown from, into or over and with our Terms & Conditions, notices and instructions given by us relating thereto. We shall not be liable in any way whatsoever to you in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, notices, requirements or instructions, whether given orally or in writing or otherwise, or for the consequences to you resulting from your failure to obtain such documents or to comply with such laws, regulations, orders, demands, notices, requirements or instructions.

6.5 Travel Documents: You are responsible for obtaining and must possess and have available for presentation as required by the relevant authorities all entry and exit, health and other documents required by law, regulations, order, demands or requirements of the countries flown from, into or over. We reserve the right to refuse carriage to any Passenger who has not complied with, or whose documents do not appear to comply with, such applicable laws, regulations, orders, demands or requirements.

6.6 Documents Advisory:

Domestic Routes: Adults are required to produce their original identity cards* or passports for all domestic flights. Except for Malaysian children traveling to Sabah and Sarawak which travel documents are prescribed below, copies of children's birth certificates or identity cards** are required before they are allowed to board.

Malaysian children traveling to Sabah or Sarawak: Children under the age of 12 shall be allowed to board by producing the original birth certificates or identity cards or Adoption Certificates (such Adoption Certificate shall be as prescribed by the National Registration Department of Malaysia). Children aged 12 and above shall be required to produce their original birth certificates or identity cards.

International Routes: All passengers traveling on international routes must possess valid passports with at least six(6) month's validity and the applicable valid visas. Such passengers shall possess a return on an onward journey ticket. If you have purchased our FLY-THRU product, you are responsible for ensuring you meet the entry requirements of your final destination.

*Identity cards are valid identification only in their countries of issuance.

** The following shall qualify as identity cards for children: MyKad for Malaysia, Thai national ID card for Thailand and the Kartu Keluarga for Indonesia

***The production of an original passport qualifies as valid identification under this article.

6.7 Refusal of Entry: You agree to pay the applicable fare and/or penalties or fines whenever we, on order of any Government or immigration authority, are required to return you to your point of origin or elsewhere, owing to your inadmissibility into a country, whether of transit or destination. In such circumstances we will not refund the fare to you.

6.8 Passenger Responsible for Fines, Detention Costs, etc.: If we are required to pay or deposit any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries flown from, into or over or to produce the required documents, you shall on demand reimburse to us any amount so paid or expenditure so incurred or to be paid. We may apply towards such payment or expenditure the value of any carriage unused by you, or any funds due to you in our possession.

6.9 Security Inspections: You shall submit to any security or health checks by Government or airport officials or by us.

Article 7 Refusal and Limitation of Carriage

7.1 Right to refuse carriage: We may refuse carriage of you or your baggage for reasons of safety or if, in the exercise of our reasonable discretion, we determine that:

- a) such action is necessary for reasons of safety or security;
- b) such action is necessary in order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over; c) your conduct, status, age or mental or physical condition or the physical condition of your baggage is such: (i) as to cause reasonable fear of harm, to other passengers or to our crew; or (ii) that you may pose a hazard or risk to yourself, other persons or to property; d) you have committed misconduct on a previous flight and

there is a reasonable likelihood that such conduct may be repeated; e) you have not observed, or are likely to fail to observe, our instructions; f) you have refused to submit to a security check; g) the applicable fare or any charges or taxes payable have not been paid; h) the payment of your fare is fraudulent; i) you do not have the proper documents for travel; j) the booking of our Seat has been done fraudulently or unlawfully or has been purchased from a person not authorized by us; k) the credit card by which you paid for the fare has been reported lost or stolen; l) the itinerary or booking or Electronic Ticket is counterfeit or fraudulently obtained; m) the itinerary has been altered by anyone other than us or our authorized agent, or has been mutilated (in which case we reserve the right to retain such documentation); and/or n) the person checking in or boarding cannot prove that he is the person named as the passenger on the itinerary (we reserve the right to retain such itinerary in this circumstance).

7.2 Unaccompanied Child: Children below age 12 will not be accepted for carriage unless they are accompanied by a person of at least 18 years of age.

7.3 Passengers with reduced mobility/medical condition: For safety reasons AirAsia can carry only a maximum of 4 passengers per flight who have reduced mobility¹ provided that quadriplegic passengers are limited to not more than 2 per flight. Under certain circumstances we may require the passenger to travel with a companion. Please refer to 7.3.1 (Travel with a Companion).

Passengers with illnesses or a medical condition are required to produce a medical certificate at check in confirming that they are fit to fly. For the safety of other passengers we reserve the right to deny boarding passengers suffering from infectious, contagious or chronic diseases. Passengers with specific requirements requiring special assistance and passengers with illnesses including those that may require administering or carrying medication/ syringes onboard are requested to contact our call centre at least 48 hours before the scheduled flight departure date to make a prior arrangement with us for the type of special assistance required. Failure to notify us will result in the service being unavailable upon your arrival at the airport and you being refused carriage. For health and safety reasons passengers with specific requirements must check-in at the airport.

7.3.1 Travel with a companion: We may require that you travel with a companion if:-

1) it is essential for safety; or 2) the passenger is unable to assist in his own evacuation from the aircraft; or 3) the passenger is unable to understand safety instructions.

7.3.2 Seating: We will make reasonable seating accommodations for Passengers with specific requirements in accordance with applicable laws. We reserve the right to re-assign seats at any time, including after boarding of the aircraft. This may be necessary for operational, safety, government regulatory, health or security reasons

7.3.3 Pregnant Passengers: It is the duty of pregnant passengers to advise us of the progress of their pregnancy at the point of booking of Seat and at the check-in counter. Our carriage of pregnant passengers are subject to the following conditions: (a) Pregnancy up to 27 weeks (inclusive); Guest must sign AirAsia/AirAsia X Limited Liability Statement at the time of check-in to absolve AirAsia/AirAsia X against any liabilities arising there from. (b) **Pregnancy between 28 weeks to 34 weeks (inclusive):** i) Submission of an approved doctor's medical certificate required. Doctor's medical certificate confirming the number of weeks of pregnancy and that she is fit to travel which certificate shall be dates not more than thirty (30) days from either the scheduled outbound or the scheduled inbound flight departure date as the case may be. ii) Guest must sign AirAsia/AirAsia X Limited Liability Statement at the time of check-in to absolve AirAsia/AirAsia X against any liabilities arising there from. (c) **Pregnancy 35 weeks and above:** Carriage not permitted on AirAsia/AirAsia X

Infants 8 days and/or below: We reserve the right not to carry infants eight (8) days-and/or below. We may in our absolute discretion decide to carry such infants on our flights when such carriage is expressly sanctioned in writing by a medical practitioner and when the parent of the infant signs a Limited Liability Statement.

Article 8 Baggage

8.1 Items Unacceptable as Baggage or to be Carried Inside Baggage:

We reserve the right to refuse carriage of such baggage or such items found in baggage as follows: (a) Items which are not properly packed in suitcases or other suitable containers in order to ensure safe carriage with ordinary care and handling; (b) Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA) and in our Terms & Conditions and Conditions of Contract. (c) Items the carriage of which are prohibited by the applicable laws, regulations or orders of any state or country to be flown from, to or over; (d) Items which in our reasonable opinion are unsuitable for carriage by reason of their weight, shape, size or character; (e) Fragile or perishable items; (f) Live or dead animals; (g) Human or animal remains; (h) Fresh or frozen seafood or other meats provided that such items may be carried on board as hand luggage only if we are satisfied that they have been properly packed. Strictly only styrofoam and/or cooler boxes that contain dry food/non-perishables are allowed to be checked-in after inspection of contents by relevant authorities. Should passengers refuse inspection, we have the right to reject admission of luggage; (i) Firearms and ammunition; (j) Explosives, flammable or non-flammable gas (such as aerosol paints, butane gas, lighter refills) refrigerated gas (such as filled aqualung cylinders, liquid nitrogen), flammable liquids (such as paints, thinners, solvents) flammable solids (such as matches, fire lighters), organic peroxides (such as resins), poisons, infective substances (such as viruses, bacteria), radioactive material (such as radium) corrosive materials (such as acid, alkali, mercury, thermometers), magnetic substances, oxidizing materials (such as bleaches). (k) Weapons such as antique firearms, swords, knives and similar items provided that such items may be allowed as checked baggage at our absolute discretion for very special reasons. These cannot be carried into the aircraft for any reason whatsoever.

8.2 Valuable and Fragile Goods: Passengers are strongly advised not to check in such items as baggage. If they are checked in as baggage, passengers agree they send for carriage of such items at their own risk. Such items include money, jewellery, precious metals, silverware, electronic devices, computers, cameras, video equipment, negotiable papers, securities or other valuables, passports and other identification documents, title deeds, artifacts, manuscripts and the like.

Right to Search: For reasons of safety and security, we may require you to undergo a search, x-ray or other type of scan on your person or your Baggage. We reserve the right to search your Baggage in your absence if you are not available, for the purpose of determining whether you are in possession of or whether your Baggage contains any unacceptable or prohibited items. If you refuse to comply with such searches or scans we reserve the right to refuse carriage of you and your Baggage without refund of fare to you and without any liability to you. In the event that a search or scan causes injury to you or damage to your Baggage, we shall not be liable for such injury or damage unless the same is due to our fault or negligence.

8.4 Checked Baggage: Upon delivery to us of Baggage to be checked, we shall take custody thereof and issue a Baggage Identification Tag for each piece of Checked Baggage. Checked Baggage must have your name or other personal identification affixed securely to it. Checked Baggage will be carried on the same aircraft as you unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight we will deliver same to you within a reasonable time of arrival of that flight unless applicable law requires you to be present for customs clearance.

8.5 Checked Baggage: A baggage fee is charged for the carriage of Checked Baggage, which will be charged at a discounted rate if purchased at time of booking or up to 4 hours prior to the scheduled time of departure or at a full rate at the Airport Check-in counters. A minimum of 15kg of Checked Baggage may be purchased at first instance and then in increments of 5kg. Any passenger checking in baggage which exceeds 15kgs or the amount purchased at time of booking will be charged on a per kg basis at the Airport Check-in counters. Please refer to our fee schedule for details on all rates.

The fee is non-refundable and non-transferable. Baby buggies, manual wheelchairs, mobility devices and walking frames are carried free of charge.

Passengers may not use the unused Checked Baggage of other passengers unless travelling on the same itinerary. Passenger booked in the same itinerary and does not travel may not transfer their unused Checked Baggage weight to the other passenger(s) in the same itinerary. For health and safety reasons the Carrier will not accept any individual item exceeding 32 kg and with combined dimensions of more than 81cm height, 119cm wide and 119cm depth. This weight limit does not apply to mobility equipment. Sporting equipment may be carried in the hold of the aircraft upon payment of the fee set out in the fee schedule and at your own risk. You are therefore, advised to purchase the necessary insurance for such items. Musical instrument which exceed our cabin baggage dimensions provided it is within 75kg may be carried in the cabin if a seat for it has been purchased and the appropriate fare paid. There is no baggage allowance associated with the purchase of an extra seat

8.5.1 FLY-THRU:

1. We will take all reasonable measures necessary to avoid delay in carrying you and your baggage.
2. Excess baggage and/or any other relevant fees payable must be paid for both sectors at the point of origin.

8.6 Unchecked Baggage: Passengers (except infants) are allowed two (2) items of baggage to be carried on board. The items of baggage may be a combination of any two of the following: cabin bag or a laptop bag or a handbag. The cabin bag shall not exceed the dimensions of 56cm X 36cm X 23cm and must not weigh more than 7kg. Such baggage must fit under the seat in front of you or in an enclosed storage compartment in the cabin. Items determined by us to be of excessive weight or size or of an offensive nature will not be permitted on board. Subject to the prevalent applicable local laws and regulations passengers may take liquids on board in their hand luggage provided they meet the following restrictions:
1. The liquid is in a container with a maximum volume of 100 ml 2. That all liquid containers meeting the maximum volume of 100ml each can be fitted comfortably into a transparent, re-sealable 1 litre plastic bag The plastic bag should be presented separately at security. You may be required to dispose of liquids which do not meet the above requirements.

8.7 Collection and Delivery of Baggage: You shall collect your Baggage as soon as it is available for collection at places of destination. If you do not collect it within a reasonable time and the baggage needs to be stored at our premises, we may charge a storage fee. If Checked Baggage is not claimed within one (1) month of the time it was made available to you, we may dispose of it without any liability to you. Only the bearer of the Baggage Identification Tag delivered to the Passenger at the time the Baggage was checked, is entitled to delivery of Baggage. If a person claiming the Baggage is unable to produce a Baggage Identification Tag for identification of the Baggage, we will deliver the Baggage to such person only on condition that he has established to our satisfaction his right thereto, and if required by us, such person shall furnish adequate security to indemnify us for any loss, damage or expense which may be incurred by us as a result of such delivery. Acceptance of Baggage by the bearer of the Baggage Identification Tag without complaint at the time of delivery is prima facie evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage between us.

Article 9 Schedules, Cancellations

9.1 Schedules: We will use our best efforts to avoid delay in carrying you and your baggage. We will endeavour to adhere to published schedules in effect on the date of travel. However, times shown in timetables, schedules or elsewhere are subject to change at any time and from time to time and we shall not be liable in any way whatsoever for any loss incurred by passengers as a result of such change.

9.2 Cancellation, Changes of Schedules: At any time after a booking has been made we may change our schedules and/or cancel, terminate, divert, postpone reschedule or delay any flight where we reasonably consider this to be justified by circumstances beyond our control or for reasons of safety or commercial reasons. In the event of such flight cancellation, we shall at our option, either:

(a) carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charge and, where necessary, extend the validity of your booking; or (b) should you choose to travel at another time, retain the value of your fare in a credit account for your future travel provided that you must re-book within three (3) months therefrom.

9.2.1 FLY-THRU: If a delay or cancellation/reschedule of our flight causes you to miss a FLY-THRU flight on which you hold a confirmed booking, you are entitled to the following:

If your flight is delayed at the point of origin i. a free move to the next available flight that connects to the final destination within our Connecting Time. If your subsequent flight is delayed

ii. a free move to the next available flight within our Connecting Time. If your new flight does not meet our Connecting Time or if the next available flight falls on the next day, we will not provide the following

I. Day or overnight accommodation
II. Surface transfers
III. Storage of your checked baggage. You are required to collect your bags at the transit point and recheck-in for new subsequent flight.

9.3 Sole remedies: Upon the occurrence of any of the events set out in Article 9.2, the options outlined in Article 9.2 (a) to (b) are the sole and exclusive remedies available to you and we shall have no further liability to you.

Article 10 Conduct Aboard Aircraft

10.1 If in our reasonable opinion you conduct yourself on board the aircraft so as to endanger the aircraft or any passenger or property on board, or obstruct or hinder the crew in the performance of their duties, or fail to comply with any instruction of the crew including but not limited to those with respect to smoking in any form including E-cigarettes, alcohol, use of cellular telephones, or use any threatening, abusive or insulting

words towards the crew or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers of the crew, we may take such measures as we deem necessary to prevent continuation of such conduct including restraint. You may be disembarked and refused onward carriage at any point and may be prosecuted for offences committed on board the aircraft.

10.2 If as a result of your conduct we decide, in exercise of our reasonable discretion, to divert the aircraft for the purpose of offloading you, then you shall be liable for all costs which we incur of any nature whatsoever as a result of or arising out of that diversion.

10.3 For safety reasons, we may forbid or limit operation on board the aircraft of electronic equipment, including but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio-controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

10.4 Passengers are not allowed to consume their own food and beverage on board. No smoking in any form including E-cigarettes is permitted on any of our flights.

Non-perishables: Example chocolates, biscuits, crisps can be allowed in the cabin baggage provided they are not consumed onboard.

Perishables: Are items that will spoil if kept under certain conditions, conditions such as, changes in temperature and humidity. If we find perishables, example cooked food example rice, noodles, sandwiches, these items will not be allowed in the cabin baggage and guest must dispose the mentioned.

Fruits: Allowed on board as cabin baggage provided the items are properly packed and sealed and not consumed onboard. Please note that durian, jackfruit and fruits with a pungent smell which are universally banned in aircraft cabin will not be allowed in cabin baggage.

Article 11 Liability Limitations

Warsaw, Montreal Convention Notice: If the passenger's journey involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or the Montreal Convention 1999 may be applicable and the Warsaw Convention or the Montreal Convention 1999 governs and in most cases limits the liability of carriers for death or personal injury and in respect of loss of or damage to baggage.

11.2 Notice of Baggage Liability Limitations: Liability for loss, delay or damage to baggage is limited unless a higher value is declared in advance and additional charges are paid. Liability for domestic travel and liability for international travel vary according to the respective law.

Where Warsaw Convention is not applicable: Where your carriage is not subject to the liability rules of the Warsaw Convention, the following rules shall apply:

(a) Any liability we have for Damage will be reduced by any negligence on your part which causes or contributes to the Damage in accordance with applicable law. (b) We will not be liable for Damage to Checked or Unchecked Baggage unless such Damage is caused by our negligence and such Baggage was within our control or custody. (c) Except in the case of an act or omission done with intent to cause Damage or recklessly and with knowledge that Damage would probably result, our liability in the case of Damage to Checked Baggage and Unchecked Baggage shall be limited to amount as provided for in the Fee Schedule. If the weight of the Baggage is not recorded on the Baggage Identification Tag, it is presumed that the total weight of the Checked Baggage does not exceed the applicable free baggage allowance for the class of carriage concerned. If in the case of Checked Baggage, a higher value is declared in writing pursuant to an excess valuation facility, our liability shall be limited to such higher declared value. (d) We will not be liable for any Damage arising from our compliance with applicable laws or Government rules and regulations or from your failure to comply with the same. (e) Except where other specific provision is made in these Terms & Conditions, we shall be liable to you only for recoverable compensatory damages for proven losses and costs in accordance with applicable law. (f) We are not liable for any Damage caused by your Baggage. You shall be responsible for any Damage caused by your Baggage to other persons or property, include our property. (g) We shall have no liability whatsoever for Damage to articles or items not permitted to be contained in Checked and Unchecked Baggage including but not limited to fragile or perishable items, items having a special value, such as money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, title deeds or samples. (h) We are not responsible for any illness, or disability, including death, attributable to your physical condition or for the aggravation of such condition. (i) The contract of carriage including these Terms & Conditions and exclusions or limits of liability, applies to our authorized agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such authorized agents, servants, employees and representatives shall not exceed the amount of our own liability if any. (j) Nothing in these Terms & Conditions of the Conditions of Contract shall waive any exclusion or limitation of our liability under the Warsaw Convention or any other applicable Convention or applicable laws unless otherwise expressly stated by us.

(k) Nothing in these Terms & Conditions shall limit our liability for death or personal injury or for damage to baggage.

(l) Nothing in these Terms & Conditions shall limit our liability for damage to baggage.

(m) Nothing in these Terms & Conditions shall limit our liability for damage to baggage.

(n) Nothing in these Terms & Conditions shall limit our liability for damage to baggage.

(o) Nothing in these Terms & Conditions shall limit our liability for damage to baggage.

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(x) Nothing in these Terms & Conditions shall limit our liability for damage to baggage.

(y) Nothing in these Terms & Conditions shall limit our liability for damage to baggage.

(z) Nothing in these Terms & Conditions shall limit our liability for damage to baggage.

Article 13 Modification and Waiver

13.1 None of our agents, employees or representatives has authority to alter, modify or waive any provisions of these Terms & Conditions.