

Terms And Conditions Of Carriage - MYAirline

1 Definitions

1.1 Meanings: In these Terms and Conditions of Carriage, these particular expressions have the following meanings:

- **"Airline Designator Code"** means two-characters or three letters, which identify particular air carriers.
- **"Authorised Agent"** means a passenger sales agent who has been appointed by the Carrier to represent the Carrier in the sale of air passenger transportation over the services of the Carrier and, when authorised, over the services of other air carriers.
- **"Baggage"** means your personal property accompanying you in connection with your trip. Unless otherwise specified, it includes both your Checked Baggage and Unchecked Baggage.
- **"Baggage Allowance"** means the amount of Checked Baggage and/or Unchecked Baggage that a Passenger may carry for travel on our services.
- **"Baggage Check"** means a document issued to a Passenger by us as a receipt for Checked Baggage and which relates 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.
- **"Boarding Pass"** means the document that shall be issued to a passenger as evidence that you have checked-in for a flight.
- **"Booking"** means a booking made by you for the purchase of a flight which shall be accepted by us in accordance with these Terms & Conditions.
- **"Booking Number"** means the reference number you are given by us to identify each Booking made by you which is confirmed by us.
- **"Carriage"** means the carriage of a Passenger and their Baggage on an aircraft.
- **"Carrier"** means the air carrier issuing the ticket and all air carriers that carry or undertake to carry the Passenger and/or his or her baggage thereunder or perform or undertake to perform any other services related to such air carriage.
- **"Checked Baggage"** means baggage of which we take custody and for which we have issued a Baggage Identification Tag.

- **"Check-in Time"** means the time limit specified by the Carrier by which you shall have completed check-in formalities and received your Boarding Pass.
- **"Code"** means the Malaysian Aviation Consumer Protection Code 2016 and subsequent amendments where applicable.
- **"Conditions of Contract"** means those statements contained in or delivered with the Itinerary, identified as such and which incorporate by reference these Terms and Conditions of Carriage, notices and policy statements available at our offices and check-in counters and on our Website.
- **"Connecting Time"** means a time between the arrival of one flight to the departure of another connecting flight which shall not be less than ninety (90) minutes and not more than six (6) hours apart.
- **"Convention"** means whichever of the following instruments are applicable:
 - ❖ The Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw, 12 October 1929 (referred to as **"the Warsaw Convention"**);
 - ❖ The Warsaw Convention as amended at The Hague on 28 September 1955 (referred to as **"the Amended Warsaw Convention"**);
 - ❖ The Warsaw Convention as amended by Additional Protocol No 1 of Montreal (1975);
 - ❖ The Warsaw Convention as amended at The Hague and by Additional Protocol No 2 of Montreal (1975);
 - ❖ The Warsaw Convention as amended at The Hague and by Additional Protocol No 4 of Montreal (1975);
 - ❖ The Guadalajara Supplementary Convention signed at Guadalajara, 19 September 1961; or
 - ❖ The Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 29 May 1999 (referred to as **"the Montreal Convention"**).
- **"Damage"** includes death, injury, delay, loss, partial loss or other damage of whatsoever nature arising out of or in connection with the Carriage or other services performed by the Carrier incidental thereto.
- **"Domestic Carriage"** means travel in which the place of departure and the place of destination are both situated in the same country and there is no stopping place outside that country.
- **"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.

- **"Fares", "Fees" and "Charges"** mean our fares, fees and charges published electronically and/or on paper and refers to the payment in consideration for the Carriage of a Passenger.
- **"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.
- **"Force Majeure"** means unusual and unforeseeable circumstances beyond our control which results in us being disabled, either temporarily or permanently, from performing our services, the consequences of which could not have been avoided despite all reasonable due care and attention being exercised.
- **"Passenger"** means any person, except members of the crew, carried or to be carried in an aircraft with our consent (also referred to as **"you"**, **"your"** and **"yourself"**).
- **"Itinerary"** means the document we issue to a Passenger that includes the Passenger's name, flight information, booking number, Conditions of Contract and notices.
- **"Infant"** means a Passenger below the age of 24 months at the date of commencement of travel.
- **"Promotional Fare"** is a Fare which is generally lower in price and is usually limited as to time, usage, and space availability which we may offer from time to time.
- **"Regular Fare"** is a Fare which we offer on a regular basis.
- **"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 any of our aircraft.
- **"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 and 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 as permitted by our rules and regulations for the time being in force.
- **"We", "our", "ourselves", "us" and "Carrier"** means whose Airline Designator Code appears on your ticket or boarding pass.

- **"You", "Your", "Yourself"** means any Passenger with a Booking who is to be carried or who is carried on an aircraft, except members of the crew.
- **"Website"** means the internet site www.MYAirline.my provided by us for the purpose of Passengers making online bookings and also to access information about us and includes our Mobile Application.

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

2 Applicability

2.1 General: These Terms and Conditions of Carriage apply to all flights operated by us and in any case where we have a legal liability to you in relation to your flight, your Booking and/or your Baggage.

2.2 Change to Terms and Conditions of Carriage: Except as prohibited by applicable laws and keeping in mind the interest of safety, passenger convenience, economic conditions and operational matters, we may change, vary and/or alter these Terms and Conditions of Carriage, published fares, fees, charges, flight schedules, routes, pre-booked products and services at any time and from time to time without prior notice.

2.3 Language: The language of these Terms and Conditions of Carriage is in English. English shall be the sole language used in the interpretation of these Terms and Conditions of Carriage.

2.4 Overriding Law: These Terms and Conditions of Carriage herein shall prevail except where overriding applicable laws apply.

To the extent that any provision contained or referred to in these Terms and Conditions of Carriage is contrary to anything contained in the Convention, where applicable, or the Code, or any applicable laws, government regulations, orders or requirements that cannot be waived by agreement of the parties, such provisions will not apply. The invalidity of any provision shall not affect the validity of any and all other remaining provisions of these Terms and Conditions of Carriage which shall remain valid.

3 Travel / Flight Itinerary

3.1 Principal Evidence Of Contract: The Itinerary is the principal evidence of the contract of carriage between a Passenger and us based on these Terms and Conditions of Carriage. We will provide Carriage only to the Passenger named in the Booking, or in the flight Itinerary or any other documents issued by us or our Authorized Agent. The flight Itinerary shall at all times remain our property. The Conditions of Contract contained in the flight Itinerary is only a summary of some of the provisions herein and shall not be construed so as to limit or curtail the full terms and effect of these Terms and Conditions of Carriage.

3.1.1 Notwithstanding Article 3.1 above, we reserve the right to refuse a Passenger from making any booking of our flights and ancillary products, to cancel any such

bookings and/or to prevent any Passenger from checking-in onto any of our flights at any time prior to Carriage and/or to prevent any Passenger from boarding any of our flights and/or to require any Passenger to disembark from any of our aircraft prior to flight, if upon our verification and investigation, we find that the Passenger has a prior history of offending/violating any of the terms and conditions set out in these Terms and Conditions of Carriage and/or has in the past committed any offence while on board any flights operated by us and/or is on our No-Fly List.

3.1.2 If a Passenger who is on our No-Fly List proceeds to make a booking, check-in or boards the aircraft, such action by the Passenger shall be deemed to have been carried out with the intention to deceive and defraud us and such action will render any contract of carriage null and void and the Passenger shall have no claim whatsoever against us and we shall have no liability of whatsoever nature to the Passenger whether direct, indirect, consequential, punitive, exemplary, aggravated or otherwise.

3.2 Validity and Non-Transferability: The flight Itinerary is only valid for the Passenger or Passengers named and for the flight specified therein. The flight Itinerary is non-transferrable to any third party/parties.

3.3 Identification: We will provide Carriage only to the Passenger named in the flight Itinerary. You will be required to produce the flight Itinerary and appropriate identification at check-in.

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 surface/ground transport between airports, between airports and town terminals, or anywhere else unless otherwise specifically stated by us. We shall not be liable to a Passenger for his/her failure to meet any connecting flights other than our connecting flight, save where the Passenger's failure to meet our connecting flight is due to any act, delay or omission of the Passenger.

4.1.1 If you have purchased a connecting flight, you shall fly according to the sequence provided in your flight Itinerary from the point of origin to the final destination via any transit point as determined by us.

4.2 Government Taxes, Fees and Surcharges: Any government taxes, fees and surcharges imposed by any government, relevant authority or the airport authority in any country for the use of their service or facilities will be added to our fares as published. Any administrative fees and charges incurred by us shall be borne by the Passenger except where applicable laws apply. All payments including the fares must be paid in full prior to the scheduled time of departure. Such government taxes, fees and surcharges 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 charges as and when they fall due prior to the scheduled time of departure. Please refer to our [Fee Schedule](#) for amounts on taxes, fees and surcharges/charges.

4.3 Payment: Fares and all relevant charges including all the charges stated in this Article 4 must be paid in full when a Booking is made. In the event that the payment has not been paid in full, we reserve the right to cancel the Booking prior to check-in and/or to deny boarding.

4.4 Airport Tax and SST: In the event the Passenger misses their flight for any reasons whatsoever due to the Passenger's own neglect, default and/or delay, any Fares or other charges shall not be refunded to the Passenger. In such circumstances, we shall refund the Airport Tax and Sales and Services Tax (SST) paid on the Airport Tax only. This is only refundable if requested in writing within 6 months from the date of travel and the refund is subject to refund processing fees, where applicable.

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

4.6 Accuracy: All fares, prices, flight schedules, routes published, pre-booked 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.

5 Booking of Seats

5.1 Confirmation of Booking: The Booking of a Seat is confirmed after full payment of the fare, taxes, fees, surcharges and/or any other charges imposed is made and after we have issued a Booking number or flight Itinerary. Once confirmed, the Booking cannot be cancelled and payments made are not refundable in any circumstances whatsoever and howsoever arising.

5.2 Group Bookings: These are governed by specific terms that vary from time to time. Please contact us or our Authorized Agent for further details.

5.3 Flight Change: Once a Booking Number has been issued, no changes are allowed within forty-eight (48) hours before the scheduled time of departure. A flight change fee and fare difference (where applicable) will apply to any flight changes subject to the following conditions:

- if a lower fare is available, the fare difference will not be refunded to the Passenger;
- if the new flight has a higher fare than the original booked flight, the difference in fares, fees and charges shall be paid by the Passenger before the flight change can be made;
- the change is not confirmed until we issue you a new flight Itinerary and/or Booking Number.
- Only changes to flight timing and/or schedules will be permitted and no changes to routes or destinations will be allowed.

5.4 Promotional Fares: Article 5.3 regarding Flight Change rules do not apply to certain selected Promotional Fare(s).

5.5 Name Change: Once a Booking Number has been issued, a Passenger is not allowed to substitute the Passenger or Passenger named in the confirmed Booking with another passenger or passenger's name.

5.6 Personal Data: Passenger shall acknowledge and agree that Passenger's personal data has been given to us as well as to our group of companies for the following purposes:-

- making Bookings for Carriage and providing a Passenger with confirmation of that Booking;
- providing and developing ancillary services and facilities;
- facilitating immigration and entry procedures;
- checking validity of credit or other payment cards; and
- security, administrative and legal purposes.

For these purposes, by entering into the Conditions of Contract with us, a Passenger authorizes the recipients to retain and use his/her personal data and to transmit it to our own offices, offices within our group of companies and Agents, third party business associates, government agencies, and also the providers of the services mentioned above located in the point of destination, or the place of departure, transit or transfer. Please refer to our [Privacy Policy](#) for the detailed terms on the treatment of a Passenger's personal data.

5.7 Seating: We do not guarantee to provide any particular Seat onboard the aircraft and the Passenger agrees to accept any seat that may be allotted or is otherwise made available on the flight. The Passenger will be allocated a Seat upon check-in. For operational, safety, health or security reasons, we reserve the right to re-assign Seats at any time, including after boarding the aircraft. Passengers are not allowed to move to Seats of a higher value when onboard the aircraft without paying the additional charges that may be applicable and/or meeting the age criteria as the case may be.

5.8.1 Advance Seat Request (ASR): Subject to availability, the Passenger may pay a fee for an Advance Seat Request (ASR) prior to the scheduled time of departure. Please refer to our [Fee Schedule](#) for the fees payable for an ASR. Where an ASR is purchased, we reserve our right to assign or reassign Seats at any time, even after boarding 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. Passengers are not allowed to move to Seats of a higher value when onboard the aircraft without paying the additional charges that may be applicable and/or meeting the age criteria as the case may be.

5.8.2 Flight Irregularities In Cases Of ASR: If at any time after the Passenger has successfully booked a Seat via ASR in accordance with Article 5.8.1 above, and the booked flight is delayed, cancelled or there are changes to the flight schedule due to any reason whatsoever, we shall at our sole and absolute discretion, either:

- offer to carry the Passenger on the same Seat on the next available flight without any refunds;
- offer to carry the Passenger on a Seat of equivalent value on the next available flight without any refunds; or
- offer to carry the Passenger on any randomly assigned Seat on the next available flight whereby we will then refund the Passenger the ASR fee that has been paid for the Seat.

6 Add-ons

6.1 Inflight Products: The provision of inflight products, services or advertised programmes is subject to availability. Inflight products or services are non-refundable and non-transferable once purchased. We do not accept any bookings made or changes to inflight products or services purchased within 24 hours from the scheduled flight departure time. We reserve the right, without prior notice, to amend/change the prices for or substitute any component of the inflight products or services. The Boarding Pass is proof of purchase of your pre-booked inflight products or services and must be presented to the cabin crew onboard to redeem the pre-booked inflight products or services. All prices and/or savings quoted for your inflight pre-booked products or services are correct at the time of booking.

6.2 Meals: Meal selections are subject to variation from time to time. We do not accept any bookings made or changes to the meal selections for all flights within 24 hours from the scheduled time departure. We reserve the right, without prior notice, to amend/change the prices for pre-booked 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 on board. All prices and/or savings quoted from your pre-booked meals are correct at the time of booking. Food may contain nuts, dairy products and/or gluten. MYAirline cannot guarantee an allergy-free environment. Meals and snacks purchased on board along with food carried on board by other Passengers may contain nuts.

6.2.1 Flight irregularities: Pre-booked Meal: If at any time after a Passenger has successfully booked a meal in accordance with Article 6.2, and the booked flight is delayed, cancelled or there are changes to the schedule due to any reason whatsoever, we cannot guarantee the availability of pre-booked meals, however we will use our best effort to honour the purchases. We reserve the right, without prior notice, to substitute any component of your pre-booked meals with an item of similar value subject to availability and/or aircraft suitability.

6.3 Travel Insurance: As our liability to you is limited, we recommend that you purchase travel insurance to cover:

- changes in travel plans and travel cancellation;
- loss, delay or damage to Baggage and/or personal possessions;

- medical costs including charges imposed by paramedics in cases of emergencies at ports of departure and arrival; and/or
- any and all other accidents, injuries, death, loss and damage that may occur during travel.

7 Check-in and Other Requirements of Carriage

7.1.1 Check-In deadline: Our check-in counters open as follows:

- domestic flights: two (2) hours prior to the scheduled time of departure
- international flights: three (3) hours prior to the scheduled time of departure

Our check-in counters close as follows:

- domestic flights: forty-five (45) minutes prior to the scheduled time of departure
- international flights: sixty (60) minutes prior to the scheduled time of departure

Check-in deadlines may vary at different airports and for particular flights. It is the Passenger's responsibility to ensure that he/she complies with the Check-In deadline. Failing to check-in by these times will result in the Passenger being denied check-in and in such circumstances, the Booking is non-refundable.

7.1.2 Self Check-in: We offer self check-in facilities and these are available on our Website. The self check-in facilities are subject to specific requirements and restrictions to changes after check-in.

7.1.3 Unavailability of Seat: In line with industry practice, there may be a possibility that a Seat may not be available to a Passenger on the flight even if the Booking is confirmed. In such case, we shall at our option and at our sole and absolute discretion and/or in line with applicable laws provide the following:

- Involuntary flight change: carry the Passenger on the next available flight without additional charges or extend the availability of the Booking; or
- Credit voucher: retain the value of the Booking in a credit voucher for future travel provided that the Passenger must re-book within three hundred and sixty-five (365) days therefrom; or
- Refund: refund the value of the Booking to the Passenger.

7.2.1 Boarding: The boarding gate closes twenty (20) minutes prior to the scheduled time of departure. Failing to arrive by this time will result in the Passenger being denied boarding and in such circumstances, the Booking is non-refundable.

7.2.2 Zone boarding: Boarding will commence by Zones. Passengers requiring special assistance will be boarded before anyone else e.g. Passenger with wheelchairs, etc.

ZONE	BOARDING	SEATS DEFINATION
PRIORITY BOARDING	FIRST	(SEAT ROWS 1-5,12 & 14/ SPECIAL ASSISTANCE/ EXPECTANT MOTHER/ TRAVELLING WITH INFANT)
ZONE C	SECOND	(SEAT ROWS 22 – 31)
ZONE B	THIRD	(SEAT ROWS 11 – 21)
ZONE A	LAST	(SEAT ROWS 6 – 10)

7.3 Compliance: Passengers are solely responsible for complying with all applicable laws, regulations, orders, demands and requirements of the countries flown from, into or over and with our Terms and Conditions or any other 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.

7.4 Travel Documents: Passengers 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 applicable laws, regulations, orders, demands or requirements of the countries flown from, into or over. You are also responsible for ensuring that you have sufficient pages in your travel document to meet the entry requirements for the destination. 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. Passengers transiting some airports may require a visa as immigration clearance and will be required to collect baggage and re-check in for the next flight. It is the Passenger's responsibility to ensure the necessary visa is held to allow for transit. The Passenger shall be solely responsible to pay for any fines or other charges imposed by any country in the event of the Passenger's incomplete documentation and in the event any such fines are levied and/or imposed on the Carrier, it shall become a debt due and owing from the Passenger to the Carrier and the Passenger shall reimburse and/or indemnify the Carrier in full.

7.5 Documents Advisory

Domestic Routes: Adults are required to produce either one of the following documents in original form for all domestic flights.

- i. Original Malaysian Identification Card* (MyKad/ MyKid/ MyTentera/ MyPR/ MyKAS) and other temporary documents issued by National Registration Department of Malaysia;
- ii. Original Malaysian Agency Enforcement Card (PDRM/SPRM/ATM);
- iii. Original Birth Certificate (issued by the National Registration Department);
- iv. Original Card issued by Ministry of Foreign Affairs Malaysia (Diplomatic/ Non Diplomatic/ Consular/ International Organisation);
- v. Original Passport;
- vi. Original Student Card (Foreigners) issued by the Immigration Department of Malaysia - together with original passport;
- vii. Original Malaysian Parliament Identification Card;
- viii. Original UNHCR Identification Card; and/or
- ix. Original Police report - (valid within 24 hours only).

For domestic flights to Sabah and Sarawak, only items (i) to (vii) are acceptable.

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.

Additionally, except for Malaysian children traveling to Sabah and Sarawak (travel documents are prescribed above), original children's birth certificates or passports or identity cards are required before they are allowed to board.

International Routes: All Passengers must possess valid original passports, valid visas, confirmed onward/return booking, where applicable, and meet the entry requirements for the final destination.

7.6 Refusal of Entry: A Passenger shall pay the applicable fare and/or penalties or fines whenever we, on order of any government or immigration authority, are required to return such Passenger to the point of origin or elsewhere, owing to that Passenger's inadmissibility into a country, whether of transit or destination. We may apply to the payment of such fare any funds paid to us for unused Carriage, or any of your funds in our possession. We will not refund the fare collected for Carriage to the point of refusal or entry or deportation.

7.7 Passenger Responsible for Fines, Detention Costs, Medical 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, or administering any medical care including paramedic services in cases of emergencies at ports of departure and arrival, 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.

7.8 Security Inspections and Health Checks: A Passenger shall submit to any security inspections by any government and/or airport officials or by us. If a Passenger refuses to comply with such security inspections, we will refuse Carriage of the Passenger and Baggage without refund of the Booking and without any other liability to the Passenger, unless otherwise provided by applicable laws or these Terms and Conditions of Carriage. Also, a Passenger shall submit to any health checks that may be conducted by any government and/or airport officials.

8 Refusal and Limitation of Carriage

8.1 Right To Refuse Carriage: Except as required by applicable laws, we may refuse carriage of Passengers or their Checked/Unchecked Baggage at any point in time prior to Carriage for safety reasons or if, in the exercise of our sole and absolute 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) conduct, status, age, mental or physical condition of the Passenger and/or the physical condition of checked/unchecked baggage is such:
 - i. as to cause reasonable fear of harm, to other Passengers or to our crew;
or
 - ii. that the Passenger or the Checked/Unchecked Baggage may pose a hazard or risk to the Passenger, other persons or to any property;
- (d) the Passenger committed misconduct on a previous flight and there is a reasonable likelihood that such conduct may be repeated;
- (e) the Passenger has not observed, or is likely to fail to observe, our instructions;
- (f) the Passenger 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 the fare by the Passenger is fraudulent;
- (i) the Passenger does not have the proper documents for travel (travel documents that are damaged will not be accepted as proper documents);

- (j) the booking of a Seat has been done fraudulently or unlawfully or has been purchased from a person not authorized by us;
- (k) the credit card used has been reported lost or stolen;
- (l) the Itinerary or Booking or Electronic Ticket is counterfeit or fraudulently obtained;
- (m) the Itinerary of the Passenger 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) that upon checking in or boarding of the Passenger it cannot be proven that the person named as the Passenger in the travel Itinerary (we reserve the right to retain such Itinerary in this circumstance);
- (o) the Passenger has been violent to or threatened our staff or caused disturbance at our counter or has abused our staff whether physically or verbally or in our judgment, a Passenger is unfit to travel by reason of being under the influence of alcohol or other substances;
- (p) if any government or other authorities prohibits the Passenger checking in or boarding the aircraft;
- (q) the Passenger has failed to complete the check-in process by the check-in deadline;

and we will not be liable for any consequential or incidental loss or damage due to any such refusal to carry or removal enroute and we shall be entitled to recover from you all direct and indirect costs we incur as a result of such refusal or removal including the costs of diverting our flight.

8.1A We reserve the right at our absolute discretion to add any Passengers onto our No-Fly List at any time if we determine that any of the Passengers have offended or violated any of the terms and conditions set out in these Terms and Conditions of Carriage or has committed any offence while onboard our flights. The Passengers who are on our No-Fly List will be notified that they are not permitted to make any bookings, check-ins and/or board any of our flights. If any Passengers on our No-Fly List have somehow managed to board any of our flights, we reserve the right at our absolute discretion to disembark the Passenger from the flight.

8.2 Infants

8.2.1 Infants 8 days and/or below: We reserve the right not to carry infants eight (8) days-old 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 Release and Indemnity Form. Please refer to [Fee Schedule](#) for the infant fee rates. There is no Baggage Allowance for infants, although a pram/buggy may be carried free of charge.

8.2.2 Infants between nine (9) days old to under the age of two (2) years old (on the date of travel for the first outbound flight): An infant within this age group may travel provided he/she sits on an adult's lap. Only one (1) such 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 such infants with you. Please refer to the [Fee Schedule](#) for the infant fee rates.

8.3 Unaccompanied Child: Children below the age of 12 years will not be accepted for Carriage unless they are accompanied by a person of at least 18 years of age. Children over the age of 12 years and under the age of 16 years will be accepted for carriage only if a parent or guardian signs a Release and Indemnity Form upon check-in.

8.4 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. Please note that some countries place limitations on the entry of non-national pregnant women. It is advisable to check with the local consulate to confirm the country specific requirements.

Our Carriage of pregnant Passengers are subject to the following conditions:

- a. Pregnancy up to 27 weeks (inclusive): the Passenger must sign our Release and Indemnity Form at the time of check-in or arrival at the airport to absolve us against any and all liabilities arising from any issues relating to the pregnancy.
- b. Pregnancy between 28 weeks to 34 weeks (inclusive):
 - o the Passenger is required to submit an approved doctor's medical certificate;
 - o the doctor's medical certificate must confirm the number of weeks of pregnancy and the certificate shall be dated not more than seven (7) days from either the scheduled outbound or the scheduled inbound flight departure date as the case may be; and
 - o the Passenger must sign our Release and Indemnity Form at the time of check-in or arrival at the airport to absolve us against any liabilities arising from any issues relating to the pregnancy.
- c. Pregnancy 35 weeks and above: Carriage is not permitted on all our flights.
- d. Mother and infant within first 7 days of delivery are not recommended for air travel and will not be permitted on all our flights.

8.5 Passengers with Reduced Mobility (PRM)

8.5.1 MYAirline: For safety reasons, MYAirline shall in its sole and absolute discretion and taking into account special assistance requirements, carry only a limited number

of PRM. Under certain circumstances, we may require any PRM to travel with a companion. Please refer to Article 8.5.4 (Travel with a Companion).

8.5.2 Mobility Devices: We accept mobility devices (including battery-powered mobility devices) on our flights, subject to Article 8.5.3 below. Passengers are requested to reach us via Live Chat at least 48 hours before the scheduled time of departure to make arrangements for the carriage of battery-operated mobility devices. Failure to notify us may result in the refusal of the carriage of the mobility device/devices. Please also refer to the terms in Article 9.5.2.

8.5.3 Wheelchair: Passengers requiring a wheelchair service are requested to prebook the same at the time of Booking or via Manage My Booking at least 4 hours before the scheduled flight departure time. Failure to notify us may result in any special assistance or wheelchair 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.

8.5.4 Travel with a Companion: We may require a Passenger with Reduced Mobility and/or a medical condition to travel with a companion if:

- it is essential for safety under applicable laws;
- the Passenger is unable to assist in his/her own evacuation from the aircraft due to a mobility restriction; or
- the Passenger is unable to understand or respond appropriately to safety instructions.

8.5.5 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, as this may be necessary for operational, safety, health or security reasons.

8.5.6 Medication: Passengers with medical conditions/illnesses including those that may require administering or carrying medication/ syringes on board are requested to contact us at least 48 hours before the scheduled time of departure to make arrangements for the type of special assistance required.

8.5.7 Medical condition and illness: Unless otherwise determined by us, Passengers with a medical condition/illnesses are required to produce a valid medical certificate dated no more than ten (10) days from the date of travel and sign a Release and Indemnity Form upon check-in. For the safety of other Passengers we reserve the right to deny boarding to any Passengers suffering from infectious, contagious or chronic diseases at our sole and absolute discretion.

8.5.8 Service animals: Service animals or any animals will not be accepted on any of our flights.

9 Baggage

9.1 Items Unacceptable as Checked Baggage or Unchecked Baggage: We reserve the right to refuse carriage of such Baggage or accept under “limited release” such items as follows:

- Items which are not properly packed in suitcases or other suitable containers in order to ensure safe carriage with ordinary care and handling;
- Items which are likely to endanger the aircraft or persons or property on board the aircraft and/or defined as dangerous goods under the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO), the International Air Transport Association (IATA), or our Terms and Conditions and Conditions of Contract and any other regulations under the local civil aviation authority;
- 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;
- Items which contain irritant or incapacitating substances such as mace, pepper spray, etc;
- Items which in our sole and absolute discretion are unsuitable for carriage by reason of their weight, shape, smell, size or character. Note that durian, jackfruit and any other pungent-smelling fruits are not allowed;
- Self-heating meals and beverages with flameless ration heaters;
- Fragile or perishable items;
- Live or dead animals;
- Live plants;
- Cremated human remains ;
- 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 a Passenger refuse inspection, we have the right to reject admission of such Baggage;
- Firearms and ammunition except on our selected routes and under special circumstances and measures;
- Explosives, flammable or non-inflammable 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), electronic cigarettes;

- Weapons such as antique firearms, swords, knives and similar items provided that such items may be allowed as Checked Baggage at our sole and absolute discretion for very special reasons. These cannot be carried into the aircraft for any reason whatsoever.

If despite being prohibited, any items referred to in this Article 9.1 are included in your Baggage and we carry the Baggage, we shall not be liable for any Damage to such items.

9.2 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 that such items will be carried 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.

9.3 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 other 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. We will not be liable for baggage locks damaged due to customs or security inspection at both arrival and departure airports.

9.4 Delivery of 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 make arrangements with you for you to receive your Baggage and in this respect applicable laws may require you to be present for customs clearance.

9.5 Checked Baggage: A baggage fee is charged for the carriage of Checked Baggage, which will be charged at a discounted rate if purchased at the time of Booking or up to 4 hours before the scheduled time of departure via our Website, or at a full rate at the Airport Check-in counters. Passengers traveling on all domestic and international flights may purchase 15kg and 20kg respectively at an applicable rate. Please refer to our [Fee Schedule](#) for details on all rates. The excess fee is non-refundable and non-transferable in any circumstances whatsoever.

Any Passenger checking in baggage which exceeds the pre-booked rate will be charged on a per kg basis at the Airport Check-in counters on the day of departure. Please refer to our [Fee Schedule](#) for details on all rates. The fee is non-refundable and non-transferable in all circumstances unless:

(a) you are rerouted on to another flight under Article 10.2(a), but do not receive the excess baggage services that were purchased;

(b) we have offered you a credit under Article 10.2(b) which includes the price paid for excess baggage services; or

(c) we have offered you a refund under Article 10.2(c).

9.5.2 Baby buggies/pram, manual wheelchairs, mobility devices and walking frames: These may be carried free of charge provided these items are used by Passengers in the course of travelling and have been notified to us as required by these Terms and Conditions. The provisions of Article 8.5.2 shall apply in all circumstances.

Maximum weight allowed for mobility devices and wheelchairs is 85 kg for each device or wheelchair.

Passengers are advised to make prior arrangements for their mobility device to be shipped by freight/cargo separately if the mobility device (including battery powered wheelchairs) cannot fit through our aircraft cargo door (Dimensions: 140cm (length) x 140cm (width) x 100cm (height)), or cannot be carried on our aircraft due to any other local occupational health, safety and/or regulatory reasons.

9.5.3 Unused Checked Baggage: Passengers may not use the unused Checked Baggage of other Passengers unless travelling on the same Itinerary. A Passenger booked in the same Itinerary and who 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.

9.5.4 Sporting equipment and Musical Instrument: 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. Any musical instrument which exceeds our cabin baggage dimensions provided it is within 75kg for each instrument 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 for such purposes.

9.5.5 Connecting Flight: Excess baggage and/or any other relevant fees payable must be paid for both sectors at the point of origin.

9.6 Unchecked Baggage: Passengers (except infants) are allowed two (2) pieces of Unchecked Baggage to be carried on board. The Unchecked Baggage may be a combination of any two (2) of the following:-

- a) a cabin bag or a laptop bag; or
- b) a handbag or a small bag.

The two pieces of Unchecked Baggage must not weigh more than 7kg in total. The cabin baggage shall not exceed the dimensions of 56cm X 36cm X 23cm and 30cm x 40cm x 10cm respectively. The cabin baggage must fit under the seat in front of you or in an enclosed storage compartment in the cabin.

Any cabin baggage of excessive weight or size or of an offensive nature will not be permitted on board and Passengers are advised to check in such items as Checked Baggage at the Airport Check-in counters in accordance with Article 9.5, failing which, we reserve the right to check in such 'Baggage' as Checked Baggage upon boarding subject to gate baggage fee payable at the boarding gate (please refer to our [Fee Schedule](#)).

9.6.1 Convertible Inflight Beds for Children: Travel gadgets that convert into inflight beds for children may be used on board as long as the following conditions are met:

- The convertible inflight bed must only be used at the window seats.
- It must fit the seat pitch (28 inches & 29 inches; equivalent to 71.12 cm & 73.66 cm respectively). Should it exceed the seat pitch, the usage is not allowed and must be securely stowed in the overhead compartment or under the seat in front.
- When used:
 - a. The convertible inflight bed must fit the seat (pitch and width) and must be properly secured;
 - b. Child/infant below the age of (2) years old are NOT permitted to use these inflight beds;
 - c. The child must be seated facing forward and able to fasten the seatbelt under their arms;
 - d. It must NOT be used at the emergency exit rows;
 - e. It must NOT prevent the seat in front from reclining;
 - f. It must meet our cabin baggage policy on pieces, weight and size;
 - g. It must be securely stowed in the overhead compartment or under the seat in front – during taxi, take-off and landing and whenever instructed by the person-in-charge; and
 - h. Hammock/ Inflatable mattress types are not allowed.

9.6.2 Liquid, Aerosol and Gel: 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:

- a. The liquid is in a container with a maximum volume of 100ml; and
- b. 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.

9.6.3 Items Removed From Passengers By Airport Security Personnel: We will not be responsible for, nor have any liability in respect of, items removed from you or your Baggage by airport security personnel acting in accordance with international or government regulations, whether or not any such items are subsequently retained or destroyed by such airport security personnel, or are passed by such airport security personnel to us.

9.7 Aircraft Weight Limitation: If the aircraft weight limitation is otherwise exceeded, we will decide in our discretion and subject to the provisions of this Article 9 of these Terms and Conditions and any applicable law, which articles of Baggage shall be carried.

9.8 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 you 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 hand over 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.

9.9 If You Collect the Wrong Bag: If you pick up the wrong bag or other baggage from the baggage carousel, it is your responsibility immediately to return the bag or baggage at your own cost to the baggage claims officer or airport manager at the airport where you collected it. You will also be responsible for the cost of delivery, which we will incur to deliver the bag to the rightful owner.

10 Schedules, Cancellations

10.1 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. We are not liable in any way whatsoever for any loss incurred by Passengers as a result of such change.

10.2 Cancellation, Changes of Schedules: At any time after a Booking has been made, changes, cancellations, diversions, postponements, reschedules and/or delays of any flight may occur due to circumstances beyond our control or for reasons of safety or commercial reasons. In the event of such circumstances, we shall at our sole and absolute discretion, offer you one of the following options or any other option that we may have published at the time or we offer as a result of any applicable laws imposed upon us:

- 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;
- b. retain the value of your fare in a credit voucher for your future travel if you choose not to proceed with your trip due to a flight cancellation, delay and/or rescheduling that results in a delay of more than two (2) hours before or after the original scheduled departure time, provided that you must re-book within the time then stated in our Conditions of Contract with you. The validity of the credit voucher commences upon the date of the credit voucher being issued to you by us;
- c. refund the value of your fare to your bank account or credit or debit card (following your mode of payment) in any of the following circumstances:-
 - (i) you choose not to proceed with your trip due to a flight cancellation, delay and/or rescheduling that occurs three (3) hours or more before the original scheduled departure time. For the avoidance of doubt, no refund will be issued when a flight is delayed, cancelled and/or rescheduled at the airport on the day of departure for which you may not have been accepted on the flight; and/or
 - (ii) you have a medical condition resulting in your inability to travel, supported by a doctor's medical certificate; and/or
 - (iii) demise of either the Passenger or an immediate family member of the Passenger.

10.2.1 Connecting Flight: If a delay or cancellation/reschedule of our flight causes you to miss a connecting flight on MYAirline which you hold a confirmed Booking, you are entitled to the following:

- a) **If your flight is delayed at the point of origin:** you are entitled to a free move to the next available flight that connects to the final destination within our Connecting Time.
- b) **If your subsequent flight is delayed:** you are entitled to a free move to the next available flight within our Connecting Time.

We reserve the right to revise the Connecting Times between connecting flights without prior notice due to airport restrictions imposed upon us by the airport operator and/or operational requirements.

Substitution of Aircraft: We reserve the right to substitute an alternative Carrier and/or aircraft.

10.3 Sole remedies: Except where applicable laws apply, the options outlined in Article 10.2 are the sole and exclusive remedies available to you and we shall have no further liability to you in any manner whatsoever.

11 Refunds

If we are required to make a refund in accordance with these Terms and Conditions or as per the applicable law then this Article shall apply. We shall refund the airport tax and the value-added or goods and services tax paid on the airport tax only. This is only refundable if requested in writing within six (6) months of the travel date and the refund is subject to a refund processing fee, where applicable.

11.1 General: In the event that a Passenger fails to use his/her Ticket or a portion thereof for a reason provided in Article 11.3 or Article 11.4, we shall make a refund in originally paid currency for such unused Ticket or portion in accordance with this Article and our internal regulations. In the event that a Passenger fails to use his/her Ticket or a portion thereof for any reason other than that provided in Article 11.3 or Article 11.4, including, but not limited to, a Passenger voluntarily electing not to proceed with any flight, we shall not refund to Passenger any Fares and/or other charges received from Passenger for such unused Ticket or portion thereof except as provided for in Article 11.5.

11.2 Person Entitled to Refund: When we make a refund pursuant to these Terms and Conditions and our internal regulations, we shall make a refund to either one of the following persons:

- the person named or recorded on the Ticket as a revenue Passenger; or
- the person who purchased Ticket upon presentation to us of satisfactory evidence to prove that he/she is entitled to such refund.

11.3 Involuntary Refunds: The term "Involuntary Refund" means any refund which, subject to the fare rules and conditions applicable to your Ticket, may be made in the form of credit voucher when a Passenger is prevented from using the Carriage provided for in the Ticket because we cancel a flight, fail to operate a flight according to the schedule for reasons beyond our control, fail to stop at Passenger's destination point for any reason provided in Article 10.2, or fail to provide Passenger with a Seat in the flight booked by such Passenger for any reason provided in Article 5.8.1, or refuse to carry or remove Passenger pursuant to any of Article 8.1 (a), (b), (c), (d), (e), (f), (n), and (o), and the amount of the refund shall be:

- if no portion of the trip has been made, an amount equal to Fare paid; or,

- if a portion of the trip has been made, the higher of the following:
 - i. the amount equal to the Fare paid, less the same rate of discount, if any, that was applied in computing the original Fare, and charges applicable to the unused transportation from the point of termination of travel (or the point at which transportation was to be resumed in the absence of the termination) to the destination point indicated or recorded on the Ticket; or
 - ii. the difference between the Fare paid and the Fare for the Carriage completed.

11.4 Refunds Due to Force Majeure, etc.: In the event that we cancel a flight, fail to operate a flight according to the schedule beyond a reasonable time taking into account the circumstances giving rise to such event, fail to stop at the Passenger's destination point for any circumstance provided in Article 10.2, we shall, at our option, make a refund pursuant to Article 10.2(c), and the amount of the refund shall be:

- if no portion of the trip has been made, Fare and charges paid; or
- if a portion of the trip has been made, the higher of the following:
 - i. the amount equal to the Fare paid, less the same rate of discount, if any, that was applied in computing the original Fare, and charges applicable to the unused transportation from the point of termination of travel (or the point at which transportation was to be resumed in the absence of the termination) to the destination point indicated or recorded on the Ticket; or
 - ii. the difference between the Fare paid and the Fare for the Carriage completed.

11.5 Refunds for Reasons Other Than Involuntary Refunds and Force Majeure, etc. : Unless required by applicable laws, etc., we shall make a refund on government taxes or charges imposed on air travel by the government, relevant authority or the airport operator as set forth in Article 4.2 only for reasons not specified in Article 11.3 or Article 11.4 . Such government taxes or charges are only refundable if requested in writing within six (6) months of the travel date and the refund is subject to a refund processing fee, where applicable.

11.6 Right to Refuse Refund: Notwithstanding the previous provisions of this Article 11, we may refuse to grant a refund for the Ticket in the event that:-

- (a) In case of a request for a refund based on Article 11.3 or Article 11.4, such request is filed more than thirty (30) days after the departure date indicated or recorded on the Ticket. If the Passenger does not board the flight for which the Passenger made a reservation without prior notice to us, Article 11.5 shall apply;
- (b) With regard to a Passenger's Ticket presented to us or to government officials of a country as evidence of such Passenger's intention to depart therefrom,

such Passenger fails to show sufficient evidence that he/she has permission to remain in the country or that he/she will depart therefrom by other carrier or other transportation service; or

- (c) Carriage of a Passenger is refused or he/she is removed pursuant to any of Article 8.1 (g), (h), (i), (j), (k), (l) and (m), provided, however if the Passenger pays part of the Fare, charges or taxes, and carriage of the Passenger is refused or he/she is removed in accordance with Article 8.1(g), we shall refund to the Passenger the money received from such Passenger.

11.7 Mode of Refund: In the event that we make a refund, it shall be made in the same mode of payment as was originally made by the Passenger or the person who paid for the Booking. We may require proof of identification and payment. Refunds will be made in the currency in which the Ticket was paid for. Refunds are subject to applicable regulations in the country in which the Ticket was originally purchased and/or to applicable regulations in the country in which the refund must be paid.

11.8 In respect of any claim for a refund in respect of a Ticket/Itinerary/Booking that has been booked through a travel agent or other third party, the Passenger must apply to that agent/party for such a refund.

12 Conduct Aboard Aircraft

12.1 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 electronic cigarettes, vape pen or other vape devices, consumption of alcohol, use of cellular telephones, or use any threatening, abusive or insulting words towards the crew or other passengers or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, or conduct any criminal offences on board or the crew has reasonable ground to suspect that a crime has been committed, we may take such measures as we deem necessary to prevent the 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. We also reserve the right to bar any Passengers from embarking on any flights with us in the future.

12.2 If as a result of your conduct we decide, in the exercise of our sole and absolute 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.

12.3 For safety reasons, we may forbid or limit operation on board the aircraft of electronic equipment, including but not limited to, electronic cigarettes, vape pen or other vape devices, 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.

12.4 Our Fares are not inclusive of complimentary onboard meals and beverages. However, you can pre-book the meals 24 hours prior to the scheduled time of departure or purchase them onboard. To respect all cultures and religious beliefs we do not encourage outside food into the aircraft.

12.5 No smoking in any form including electronic cigarettes and vape pen or other vape devices is permitted on any of our flights.

12.6 If you conduct yourself in a manner described in Article 12.1 above, you will indemnify us for all Damage suffered by us, our crew, our agents, employees, independent contractors, passengers and any third party arising from your misconduct.

13 Liability Limitations

13.1 The Convention Notice: If a Passenger's journey involves an ultimate destination or stop in a country other than the country of departure, the Convention may be applicable and the Convention 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.

13.2 Notice of Baggage Liability Limitations: Liability for loss, delay or damage to Baggage including any protruding parts of the Baggage such as wheels, feet, straps, pull/telescoping handles, hangar hooks, loose flaps, zippers, pockets or other attached items is limited. Liability for domestic travel and liability for international travel vary according to the respective law.

13.3 Where the Convention is not applicable: Where your carriage is not subject to the liability rules of the 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 the 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 any government rules and regulations or from your failure to comply with the same.

- e. Except where other specific provision is made in these Terms and 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, including 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 conditions of carriage including these Terms and 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 and Conditions or the Conditions of Contract shall waive any exclusion or limitation of our liability under the Convention or any other applicable Convention or applicable laws unless otherwise expressly stated by us.

14 Time Limitation on Claims and Actions

14.1 Notice of Claims: Acceptance of Baggage by the bearer of the Baggage Identification Tag without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise. If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage, and at the latest, within seven (7) days of receipt of the Baggage. If you wish to file a claim or an action regarding any delays in the arrival of your Checked Baggage, you must notify us within twenty-one (21) days from the date you are notified that the Baggage is ready for collection. Every such notification must be in writing and posted or delivered to us within the above periods.

14.2 Limitation of actions: Any right to damages shall be extinguished if an action is not brought against us within two (2) years of the date of arrival at the destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by law of the court where the case is heard.

15 Modification and Waiver and Severability

15.1 None of our agents, employees nor representatives has authority to alter, modify or waive any provisions of these Terms and Conditions.

15.2 These Terms and Conditions form a part of the Conditions of Contract. If any provision or term of any part of these Terms and Conditions or any other part of the Conditions of Contract is deemed to be invalid, illegal or unenforceable, it shall not affect the enforceability of any other provision of these Terms and Conditions and/or the Conditions of Contract.

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