

LO - travel itinerary

booking number : **XJFWAM**
booking date : Wed 04 Jul 2007
guest name(s) : 1. KA FAI, LO
address : 41E, Blk2
Belvedere Garden Ph2,
Tsuen Wan
Hong Kong
Hong Kong
contact : 8520000000 (tel) 8520000000 (mobile)
fax : N/A
email : kafaifo@yahoo.com



KUL(MY) - MFM(MC)



note All times are local

flight
AK52
Q FARE

departure
KLIA - LCC Terminal(MY)
1535 Sun 15 Jul 2007

arrival
Macau(MC)
1920 Sun 15 Jul 2007



fare price	RM	359.99
Airport Tax	RM	25.00
Administration Fee	RM	21.00
Fuel Surcharge	RM	66.00
GoInsure	RM	0.00
total fare	RM	471.99
total paid	RM	471.99
balance	RM	0.00



payment date	Wed 04 Jul 2007
payment type	Master Card
payment amount	RM 471.99



Q FARE :

- Bookings made with this fare only permit flight changes more than 48 hours prior to scheduled departure for a specified fee per guest per sector, plus any applicable difference in airfare
- This fare is capacity controlled. Seats offered at this fare are limited and may not be available on all flights
- All fares are subject to change until purchased
- For full set of taxes, fees, charges and accompanying terms & conditions please read our Terms & Conditions

MUST KNOW

- all AirAsia flights from / to Kuala Lumpur are now operating from the new LCC Terminal
- this information is correct at time of booking/printing and is subject to change without prior notice
- whilst AirAsia takes every care in the quality of the translation of its terms and conditions and any other information provided on www.airasia.com, the English language version will prevail in case of any discrepancy
- it is important to read all the Terms & Conditions delivered with this travel itinerary
- carriage on AirAsia is subject to the accompanying Terms & Conditions and applicable laws, which are available upon request or at www.airasia.com

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AIRASIA'S TERMS & CONDITIONS OF CARRIAGE

Article 1 Definitions
1.1Meanings: 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;
•“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 to 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;
•“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 contained in it;
•“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;
•“Staff” 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 to 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;
•“Us,” “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.
1.2Captions: 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
2.1General: These Terms & Conditions apply to the carriage by air or by other means of transportation involving surface transportation of Passengers and Baggage performed by us to or on our behalf and to any liability we may have in relation to that carriage and transportation.
2.2Terms & 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 between we may have dealing with particular subjects, these Terms & Conditions shall prevail.
2.3Language: 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
3.1Prima 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 the Conditions of Contract (including applicable Tariffs) together constitute the terms and conditions of the contract of carriage between you and us.
3.2Transferability: The contract for carriage is only transferable as provided in these Terms & Conditions and our Conditions of Contract.
3.3Validity: The Itinerary is only valid for the Passenger named and the flight specified therein.
3.4Identity: 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
4.1General: 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.
4.2Infants: The fees for infants under the age of two (2) years (on the date of travel) but above eight (8) days old 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.
4.3Government Taxes, Charges and Insurance Surcharge: Any government taxes, charges or insurance surcharge imposed on 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.
4.4Currency: Fares and charges are payable in the currency prescribed with our published fares unless otherwise specifically stated by us.
4.5Accuracy: All fares, flight schedules and routes published are correct at the time of publication. We reserve the right to revise any fares and flight schedules at any time and from time to time without notice.
4.6Applicable Fares: Applicable fares are those published by us 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
5.1Confirmation 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 we receive the fare, the booking is confirmed and the fare is non-refundable.
5.2Group Bookings: These are governed by specific terms that vary from time to time. Please contact us for further details.
5.3Flight 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 routes(s) are not allowed.
5.4Promotional Fares: Article 5.3 regarding Flight Change rules and Article 5.5 regarding Name Change do not apply to certain selected promotional fares.
5.5Name Change: Once a booking number has been issued, name changes are subject to the following terms:
Provided that the request is made outside of six (6) hours prior to the scheduled flight departure time and the original as well as the substituted passengers’ identities are authenticated, you are allowed to substitute the passenger named in the confirmed booking with another passenger subject to payment of a charge as provided for in the fee schedule.
5.6Payment: 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.
5.7Personal Data: You hereby acknowledge and agree that your personal data has been obtained by 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 with us you agree with 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.
5.8Seating: There are no seat allocations according to specific seat numbers. We operate a single-class and free-seating policy.
Article 6 Check-in and Other Requirements of Carriage
6.1.1Check-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 pay you any fare.
(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.
6.1.2Off Counter Check-in: We offer an off-counter check-in facility for our flights. The facility is available on the following terms:
(1)for AirAsia Malaysian domestic flights (Peninsula Malaysia, Sabah and Sarawak) only;
(2)only one (1) piece of baggage is allowed to be carried on board provided that it does not exceed the dimensions of 56cm X 36cm X 23cm and provided that it does 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;
(3)(i) Web Check-in: you can check-in 6 hours prior and up to 2 hours before the scheduled flight departure time; (ii) Kiosk Check-in: you can check-in 6 hours prior and up to 1 hour before the scheduled flight departure time;
(4)if you are travelling to East Malaysia, you must comply with Article 6.6 (Document Advisory) and Article 6.5 (Travel Documents) of AirAsia’s Terms and Conditions of Carriage;
(5)Our off-counter check-in facility is not available to the following guest(s):
•Expectant mothers
•Guest(s) traveling with Infant(s) less than 8 days old
•Guest(s) that require Special Assistance
•Guest(s) traveling alone below 16 years old
•Guest(s) who require to comply with our Article 8.1 herein and the rules relating to Risk Item/Dangerous Goods/Tools;
6.1.3Unavailability 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 thereafter.
6.1.4Sole 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.
6.1.6Boarding: You must be at the boarding gate at least thirty (30) minutes before the scheduled flight departure time.
6.2.2Xpress Boarding: We operate a single class and free seating policy. There are no seat allocations according to specific seat numbers. However, subject to availability, we offer a non-transferable Xpress Boarding facility.
6.2.3(a)Passengers who have purchased our Xpress Boarding facility will be given priority boarding from the general boarding which will allow them to proceed to the aircraft. (b)Passengers who have purchased our Xpress Boarding facility are allowed ahead of the general boarding queue. We do not guarantee that Xpress Boarding passengers will be able to get a seat of their choice. Once general boarding has commenced, passengers who have purchased our Xpress Boarding facility shall join the general boarding queue. The Xpress Boarding facility is not refundable.
6.3No-show: If you fail to check in on time or fail to board the aircraft by the time the aircraft departs, the fare you paid will not be refunded to you for any reason whatsoever.
6.4Compensation: We shall not be liable for compensating you for any loss or damage to your property, 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.
6.5Travel 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.
6.6Documents Advisory: Malaysian adults are required to produce their identity cards for flights within Malaysia. The identity card or passport is required for entry to East Malaysia. Malaysian children may be required to produce their birth certificates before they are allowed to board. Birth certificates of children are required for entry to East Malaysia.
6.7International Routes: All passenger traveling on international routes must possess valid passports with at least six (6) months’ validity and the applicable valid visas. Such passengers shall also possess a return on an onward journey ticket.
6.7Refusal 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.
6.8Passenger 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 by us. We shall apply the full amount of any expenditure the value of any carriage unpaid by you to your funds due to you in our possession.
6.9Security 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
7.1Right 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 refusal is necessary for the safety of the flight;
(b)you are unable or unwilling 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 as to (i) require special assistance or (ii) cause harm, discomfort or make yourself objectionable to other passengers or our crew or (iii) involve any hazard or risk to yourself or other persons or to property;
(d)you have committed misconduct on a previous flight and such conduct may be repeated;
(e)you have been convicted of a crime that is likely to fall to be reported by us;
(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 your 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 as stolen;
(l)the Itinerary or booking of your Seat has been obtained fraudulently or obtained in the Itinerary has been altered by anyone other than us or our authorized agent, 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).
7.2Unaccompanied Child: Children below age 12 will not be accepted for carriage unless accompanied by an adult or suitable person as follows:
7.2.3Special Assistance: Acceptance for carriage of disabled persons, persons with illness or persons requiring special assistance is subject to prior arrangement with us. We may charge a fee for providing special assistance.
7.4Pregnant 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)Passengers must be at least 36 weeks pregnant and must hold a doctor’s certificate subject to the passenger signing a Limited Liability Statement;
(b)Pregnancy between 28 weeks to 34 weeks (inclusive): passenger shall produce a doctor’s certificate confirming the number of weeks of pregnancy and that she is fit to travel which certificate shall have validity of not more than seven (7) days from the scheduled flight departure date. The passenger will be required to sign a Limited Liability Statement.
(c)Pregnancy 35 weeks and above: no carriage.
7.5Infants less than 8 days: We reserve the right not to carry infants less than eight (8) days-old. 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
8.1Items Unacceptable as Baggage or to be Carried Inside Baggage: We reserve the right to refuse carriage of such items 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-perishable items 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)reams 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, fungi, etc.) as well 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.
8.2Valuable 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

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.
8.3Right 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 your Baggage 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.
8.4Checked 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 lost or damaged, we will deliver to you compensation within a reasonable time of arrival of that flight unless applicable law requires you to be present for customs clearance.
8.5Free Baggage Allowance: You may transport free of charge checked Baggage up to a maximum weight of 15 kg subject to the conditions and limitations contained in our Terms & Conditions.
8.6Excess Baggage Allowance: You are not entitled to transport Baggage in excess of the free baggage allowance. If, in our absolute discretion, Baggage in excess of the free baggage allowance is accepted for carriage, you shall pay a charge for the carriage of that excess Baggage at the rates provided for in the fee schedule (which rates may be changed or varied at any time and from time to time and will be available from us upon request and are available at our check-in counters).
8.7Unchecked Baggage: Only one (1) piece of baggage is allowed to be carried on board provided that it does not exceed the dimensions of 56cm X 36cm X 23cm and provided that it does 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.
8.8Collection and Delivery of Baggage: You shall collect your Baggage as soon as it is available for collection at the place of destination. If you do not collect it within a reasonable time, we shall be deemed to need to be stored in our baggage warehouse or storage fee. If Checked Baggage is not claimed within three (3) months 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 not deliver the Baggage to that person unless he provides evidence to our satisfaction that he is the owner thereof 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
9.1Liability: We shall not be liable for any loss or damage to your property, 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.
9.15Schedules: 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.
9.2Cancellation, 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;
(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 thereafter.
9.3Sole 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 10Conduct Aboard Aircraft
**10.1If in our reasonable opinion you conduct yourself on board the aircraft so as to endanger the aircraft or any person 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, 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 continuing such conduct, including but not limited to, disembarking you from the aircraft on board the aircraft at any point and may be prosecuted for offences committed on board the aircraft.
10.2If 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 are a result of any nature whatsoever as a result of or arising out of that diversion.
10.3If we refuse to accept or refuse to allow 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.
10.4Passengers are not allowed to consume their own food on board. No smoking is permitted on any of our flights.
Article 11 Warsaw Convention
11.1Warsaw, Montreal Convention: 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.
11.2Notice 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.
11.3Where 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 may incur for loss, delay or damage to your baggage, arising from your part in the carriage, shall be limited to the amount contributed to by an 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 contributed to by 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 rates and regulations or from your failure to comply with applicable laws or Government rates and regulations; and
(e)If we are liable for Damage to your baggage, 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 included in the fee schedule. If the weight of the Baggage is not recorded, but 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 shall limit our liability to the amount contributed to by an applicable law. If you are a representative 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.
Article 12 Limitation on Claims and Actions
12.1Notice 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 the date of arrival of the Baggage. If you wish to file a claim or an action regarding damage of Unchecked Baggage, you must notify us within twenty-one (21) days from the date the Baggage has been placed at your disposal. Every such notification must be in writing and posted or delivered to us within the above periods.
12.2Limitation 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 Baggage was last received by you, 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.
Article 13Modification and Waiver
13.1None of our agents, employees nor representatives has authority to alter, modify or waive any provisions of these Terms & Conditions.**