



**THIS GENERAL CONDITIONS OF CARRIAGE FOR PASSENGER AND BAGGAGE OF  
MALINDO AIRWAYS SDN BHD TAKES EFFECT ON 22 MARCH 2013**

**ARTICLE 1: DEFINITIONS**

As you read these Conditions of Carriage, the following expressions mean:

“WE”, “OUR” and “US” Malindo Airways Sdn. Bhd. or Malindo Air.

“YOU”, “YOUR” and “YOURSELF”

Any person, holding a ticket who is to be carried or is carried on an aircraft except members of the crew, or in relation to ticket refunds, the person who paid for ticket (see also definition for Passenger).

“AGREED STOPPING PLACES”

For the purposes of the Convention and of these Conditions of Carriage means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on your route.

“AIRLINE DESIGNATOR CODE”

The letter and number code which identify a particular Carrier.

“AUTHORISED AGENT”

A passenger sales agent who has been appointed to represent us in selling air tickets on our services.

“BAGGAGE”

Your personal property accompanying you on your flight which, unless we say otherwise, consists of your Checked and Unchecked Baggage.

**“BAGGAGE CHECK”**

The parts of your Ticket which relate to carrying your Checked Baggage.

**“BAGGAGE IDENTIFICATION TAG”**

A document we give to you to identify each piece of your Checked Baggage.

**“CARRIER”**

An air carrier.

**“AGREED STOPPING PLACES”**

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Your personal property accompanying you on your flight which, unless we say otherwise, consists of your Checked and Unchecked Baggage.

**“BAGGAGE CHECK”**

The parts of your Ticket which relate to carrying your Checked Baggage.

**“BAGGAGE IDENTIFICATION TAG”**

A document we give to you to identify each piece of your Checked Baggage.

**“CARRIER”**

An air carrier.

“CHECKED BAGGAGE”

Baggage which we have taken into our custody and for which we have issued a Baggage Identification Tag and/or Baggage Check and travels in the hold of the aircraft.

“CONDITIONS OF CARRIAGE”

These conditions of carriage or another Carrier’s conditions of carriage as the case may be.

"CONJUNCTION TICKET"

A ticket issued to you in conjunction with another ticket, which together make up a single contract of carriage.

“CONVENTION”

Whichever of the following instruments 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;

The Warsaw Convention as amended by Additional Protocol No.1 of Montreal (1975);

The Warsaw Convention as amended by The Hague and by Additional Protocol No.2 of Montreal (1975);

The Warsaw Convention as amended by The Hague and by Additional Protocol No.4 of Montreal (1975);

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 any nature arising out of or in connection with carriage or other incidental services that we perform.

“DAYS”

Calendar days. For the purpose of notification or sending notices we will not count the day on which the notice is sent. For the purposes of deciding whether a Ticket is valid, we will not count the day on which the Ticket was issued, or the first flight began.

**“ELECTRONIC COUPON”**

An electronic Flight Coupon for an Electronic Ticket held in our computer database.

**“ELECTRONIC TICKET”**

An Itinerary/Receipt, Electronic Coupon and boarding document we have issued to you.

**“FLIGHT COUPON”**

The part of your Ticket which has the words “Good for Passage” printed on it and shows the places of departure and destination between which you are entitled to be carried.

**“ITINERARY/RECEIPT”**

A document or documents forming part of the Electronic Ticket which includes a reference code and/or documents we issue to a Passenger and shows the Passenger’s name, flight information and notices required under the Convention or as otherwise required.

**“ PASSENGER”**

Any person, except members of the crew, carried or to be carried in an aircraft with our consent pursuant to a Ticket.

**“PASSENGER COUPON”**

The part of the Ticket which is marked as such and to be retained by you.

**“REGULATIONS”**

Our rules, other than these Conditions of Carriage, published by us and in effect on the date of ticket issue, governing carriage of passengers and/or baggage and shall include any applicable tariff in force.

**“SDR”**

Special Drawing Rights as defined by the International Monetary Fund.

**“STOPOVER”**

Ascheduledstoponyourjourneyatapointbetweentheplaceofdepartureandtheplaceofdestination, which has been agreed in advance by us.

#### **“TARIFF”**

The published fares, charges and related conditions of carriage of an airline which have been filed where required with the appropriate authorities.

#### **“TICKET”**

Either a document called “Passenger ticket and Baggage Check” or an Electronic Ticket, which we or our Authorized Agents have issued to you.

#### **“TRANSIT PASSENGER”**

A passenger arriving at an airport for onward travel to another country on the same flight from that airport; or on a connecting flight from that airport; or on a connecting flight from another airport; or on another onward flight from that airport.

#### **“UNCHECKED BAGGAGE”**

Your Baggage other than your Checked Baggage which you take with you on to the aircraft in accordance with our Regulations.

### **ARTICLE 2: WHEN THESE CONDITIONS APPLY**

2.1.1 Except as provided in Paragraphs 2.2 to 2.6, these Conditions of Carriage apply to all transportation of passengers and Baggage that we perform for compensation or that other Carriers or companies perform on our behalf.

2.1.2 These Conditions of Carriage also apply to gratuitous and reduced fare carriage except to the extent that we have provided otherwise in our Regulations or in the relevant contracts, passes or Tickets for such carriage.

#### **2.2 CHARTERS**

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage shall apply only to the extent provided in the charter agreement and the charter ticket. Where there are no charter regulations applicable, these Conditions of Carriage shall apply to such Carriage in so far as they are not excluded by or inconsistent with the terms of the charter agreement and the charter ticket. By accepting the carriage pursuant to a charter agreement, whether or not concluded with the passenger, the passenger agrees to be bound by the applicable provisions of such agreement.

#### **2.3 INTERLINE & CODE SHARES**

On some services we have agreements with other Carriers known as “Code Shares” or “Interline”. This means that even if you have a reservation with us and hold a Ticket where our name or Airline Designator Code is indicated as the Carrier, another Carrier may operate the aircraft. In such cases, where there is

any difference between our Conditions of Carriage and those of the Carrier operating the aircraft, the latter will prevail. If such arrangements apply, we will advise you of the Carrier operating the aircraft before you purchase your Ticket.

## **2.4 OVERRIDING LAW**

To the extent that any provision contained or referred to in these Conditions of Carriage is contrary to anything contained in the Convention, where applicable, 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 other provisions which remain valid.

## **2.5 CONDITIONS OF CARRIAGE PREVAIL OVER REGULATIONS**

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and our Regulations, these Conditions of Carriage will apply.

## **ARTICLE 3: TICKETS**

### **3.1 TICKET AS PRINCIPAL EVIDENCE OF CONTRACT**

3.1.1 The Ticket constitutes prima facie evidence of the contract of carriage between us and the Passenger named on the Ticket. We will provide carriage only to the Passenger named on the Ticket (or holding, as proof of payment or part payment, any other document) issued by us or our Authorized Agent. The Ticket is and remains at all times the property of the Carrier that issues it.

#### **3.1.2 Identification of Passengers**

We will require you to produce appropriate identification to prove you are the Passenger named in the Ticket before allowing you to board our flight.

#### **3.1.3 Valid Ticket Required for Carriage**

Except in the case of an Electronic Flight Coupon, you shall not be entitled to be carried on a flight unless you present us with a Ticket that is valid and has been duly issued in accordance with our Regulations. The Ticket must contain the Flight Coupon for that flight, all other unused Flight Coupons and the Passenger Coupon. In addition, you shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered by anyone other than us or our Authorized Agent.

In the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you provide positive identification and an Itinerary/Receipt which is valid and duly issued in accordance with our Regulations and contained in our database.

#### 3.1.4 Ticket not Transferable

A ticket is issued to you personally and is not transferable. You must not give it to anyone else to use.

### 3.2 ELECTRIC COUPON SEQUENCE AND USE

3.2.1 We will honor Flight Coupons, or in the case of an Electronic Ticket, Electronic Coupons, only in the sequence provided in the Ticket.

3.2.1.2 The Ticket you have purchased is valid for transportation from your point of origin, via any Stopover or Agreed Stopping Place as shown in your ticket. The fare you have paid is calculated on the basis of the entire journey shown on the Ticket. Should you wish to change your journey you must contact us in advance. The fare for your new journey will be recalculated and you will be given the option of accepting the new price or maintaining your original journey as ticketed. Should you change your journey without our agreement we reserve the right to assess the correct fare for your actual travel and collect from you any difference between the fare you have paid and the fare applicable for your revised journey. We will refund a difference if your new fare is lower.

3.2.1.3 Please be aware that while some types of changes will not result in a changed fare, others such as changing your point of origin or reversing the direction you travel can result in an increase in price. Many special fares are valid only on the dates and flights shown on the Ticket and cannot be changed except upon payment of an additional fee.

3.2.1.4 Each Flight Coupon, or in the case of an Electronic Ticket, each Electronic Coupon, will be accepted for carriage in the class of service specified in these coupons on the date and flight for which space has been reserved. When these coupons are issued without a reservation being specified, we will reserve space upon your request subject to the conditions of the relevant fare and the availability of space on the flight requested.

## ARTICLE 4: STOPOVERS

4.1 Stopovers may be permitted at Agreed Stopping Places subject to government requirements and our Regulations.

4.2.1 Stopovers must be arranged with Carrier in advance and specified on your Ticket and additional charges will be payable.

## **ARTICLE 5: FARES AND CHARGES**

### **5.1 GENERAL**

Our fares apply only for carriage from the airport at the point of origin to the airport at the place of destination unless we say otherwise. Fares do not include ground transport between one airport and another or between an airport and town terminal.

### **5.2 APPLICABLE FARES**

5.2.1 Applicable fares are the published fares that are in effect on the date of payment in full of the Ticket applicable for the date of commencement of the first international flight travel segment. Subject to government requirements and our Regulations, the applicable fare is the fare valid for carriage on the date of each flight specified on the Ticket, or in the case of an Electronic Ticket, as indicated for each flight segment in the Itinerary/Receipt. If the fare that we (or our Authorized Agent) has collected from you is not the applicable fare, the difference shall be paid by you, or, as the case may be, refunded by us, in accordance with our Regulations.

5.2.2 We may increase the fare after you have made payment in full, in order to take account of increases in costs, provided that in such a case, you may cancel the Ticket and obtain, at your option, a full refund of the sums paid.

### **5.3 ROUTING**

Unless otherwise provided, fares apply only to routings published in connection with our Regulations. If there is more than one routing at the same fare, you may select the routing prior to the issue of your Ticket. If no routing is selected, routing prior to the issue of your Ticket. If no routing is selected, we may determine the routing within our discretion.

### **5.4 TAXES, FEES AND CHARGES**

5.4.1 You must pay any charges, surcharges, fees and taxes ("Charges"), imposed by us or imposed on us or on you by any governments or other authorities, by operators of airports or other third parties. Details of the Charges can be provided on request.

5.4.2 At the time you purchase your Ticket, you will be advised of all applicable Charges.

5.4.3 However, as the Charges are constantly changing and can be imposed after the date of Ticket issuance you may be obliged to pay additional Charges, even after the Ticket has been issued. If any Charges which you have paid to us at the time we issue the ticket are abolished or reduced



such that they no longer apply to you, or a lesser amount is due, you may be entitled to claim a refund from us.

## **5.5 CURRENCY**

You must pay the fare and any taxes, fees, charges and surcharges in the currency of the country in which the Ticket is issued, unless we or our Authorized Agents say you must use another currency at or before the time you pay. We may, at our discretion, accept payment in another currency. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the rate of exchange established in accordance with our Regulations.

## **ARTICLE 6: RESERVATIONS**

### **6.1 RESERVATION REQUIREMENTS**

6.1.1 A reservation is not confirmed until (1) it is entered on the appropriate Flight Coupon, or in the case of an Electronic Ticket, the Electronic Coupon, by the Carrier or its Authorized Agent; (2) a Ticket has been duly issued to the Passenger, or in the case of an Electronic Ticket, when it has been duly created in our database; and (3) the Passenger has paid for his Ticket (or made credit arrangements with the Carrier) within the ticketing time limit prescribed in the Carrier's Regulations. A reservation that does not comply with any of these requirements may be cancelled by us at any time without notice.

6.1.2 As provided in our Regulations, certain fares may have conditions which limit or exclude your right to change or cancel reservations.

**6.2 TICKETING TIME LIMITS** If you have not paid for your Ticket prior to the deadline we or our Authorized Agents have set, we may decide to cancel your reservation.

### **6.3 USE OF PERSONAL INFORMATION**

6.3.1 We may use the personal information that you provide and we collect, including information about your purchase history and how you use our services and facilities, for the purposes of making a reservation, purchasing and issuing a ticket, accounting, billing and auditing, verifying and screening credit or other payment cards, immigration, and customs control, safety, security, health, administrative and legal purposes, operating frequent flyer programs, customer relations and helping us in any future dealings with you.

6.3.2 For these purposes we may release your personal information to, our subsidiary companies, Carriers and other companies involved in providing your transportation or related services and facilities, government and enforcement agencies and credit and other payment card companies in whatever country they may be located.

#### **6.4 SEATING SELECTION**

We will try to honor advance seating requests. We cannot guarantee that you will be able to sit in any particular seat. We reserve the right to change your seat at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

#### **6.5 SERVICE CHARGE WHEN SPACE NOT OCCUPIED**

Except in the case of travel on non-refundable fares, you may be required to pay a reasonable service charge, in accordance with our Regulations, if you fail to use space for which you made a reservation or cancel the reservation within the cancellation time limit prescribed in our Regulations.

#### **6.6 RECONFIRMATION OF RESERVATIONS**

6.6.1 You may have to reconfirm your reservation for onward or return travel within specified time limits. We will tell you if you need to reconfirm and how and where you should do this.

6.6.2 If you fail to reconfirm, we may decide to cancel your onward or return reservations.

6.6.3 If you fail to reconfirm but let us know that you still want to travel and there is space on the flight, we will reinstate your reservations and carry you. If there is no space on the flight, we will use reasonable efforts to carry you to your next or final destination on a later flight.

6.6.4 You should check the reconfirmation requirements of any other Carriers involved in your journey and where necessary, reconfirm with the Carrier whose Airline Designator Code appears on the ticket for the flight in question.

#### **6.7 CANCELLATION OF ONWARD RESERVATION MADE BY CARRIER**

If you do not use a reservation and fail to advise us in advance, we will cancel or request cancellation of any onward or return reservations for your journey.

## **6.8 PASSENGERS REQUIRING ADVANCE ARRANGEMENTS**

- 6.8.1 Passengers with a disability may request for advance arrangements in accordance with Article 19.
- 6.8.2 If you are not a Passenger with a disability but you ask us or our Authorized Agents at the time of booking to provide any special assistance, we will make reasonable efforts to meet your request.
- 6.8.3 We may decide not to carry unaccompanied children, pregnant women or passengers who are ill if arrangements to carry them have not been made before check in.

## **ARTICLE 7: CHECK-IN AND BOARDING REQUIREMENTS**

- 7.1 Check-in deadlines vary at every airport and your journey will be smoother if you allow yourself sufficient time to check-in. Please find out the check-in deadlines for your flight before you travel and keep to them. We may also tell you a time by which you must present yourself for check-in.
- 7.2 If you do not complete the check-in process by the check-in deadline, we may decide to cancel your reservation and not carry you. By completing the check-in process we mean that you have received your boarding pass for your flight.
- 7.3 You must be present at the boarding gate not later than the time we give you when you check in. We may decide not to carry you if you fail to arrive at the boarding gate on time.
- 7.4 We will not be liable to you for any loss or expense you suffer if you fail to meet check-in deadlines, fail to present yourself for check-in on time or fail to be at the boarding gate on time.
- 7.5 We will not delay the departure of our flight if you do not check-in or board in time.

## **ARTICLE 8: REFUSAL OF AND LIMITATION ON CARRIAGE**

- 8.1 **OUR RIGHT TO REFUSE CARRIAGE** We may refuse to carry you or your Baggage, or remove you or your Baggage from our flight if one or more of the following has happened or we reasonably believe may happen:
  - 8.1.1 If carrying you would be contrary to government laws, regulations or orders, or If the immigration authority for the country you are travelling to, or for a country in which you have a stopover, has

told us (either orally or in writing) that it has decided not to allow you to enter that country, even if you have, or appear to have, valid travel documents.

- 8.1.2 If carrying you or your Baggage may put the safety of the aircraft or the safety or health of any person in the aircraft in danger.
- 8.1.3 If carrying you or your Baggage may affect the comfort of any person in the aircraft.
- 8.1.4 If you are drunk or under the influence of drink or drugs.
- 8.1.5 If your mental or physical state is a danger or risk to you, the aircraft or any person in it.
- 8.1.6 If you have not obeyed the instructions of our ground staff or a member of the crew of the aircraft relating to safety or security.
- 8.1.7 If you refused to a security check to be carried out on you or your Baggage.
- 8.1.8 If the applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between us and yourself (or the person paying for the Ticket) has not been complied with.
- 8.1.9 If you do not appear to have proper documents for your journey.
- 8.1.10 If you are not properly or are objectionably attired.
- 8.1.11 If you have used threatening, abusive or insulting words towards our ground staff or another passenger or a member of the crew of the aircraft.
- 8.1.12 If you have behaved in a threatening, abusive, insulting or disorderly way towards a member of our ground staff or a member of the crew of the aircraft.
- 8.1.13 If you have deliberately interfered with a member of the crew of the aircraft carrying out their duties.
- 8.1.14 If you have put the safety of either the aircraft or any person in it in danger.
- 8.1.15 If you have made a hoax bomb or other security threat.
- 8.1.16 If you have committed a criminal offence during the check-in or boarding processes or on board the aircraft.

8.1.17 If you ask the relevant government authorities for permission to enter a country in which you have landed as a transit passenger.

8.1.18 If you have not presented a valid ticket.

8.1.19 If you destroy your travel documents during flight.

8.1.20 If you refuse to surrender travel documents to us for examination or photocopying or to be held by the flight crew, against receipt, when we so request.

8.1.21 If the Electronic Flight Coupon you present:

(a) has been acquired illegally;

(b) was not purchased from us or our Authorized Agents;

(c) was not issued by us or our Authorized Agents;

(d) has been reported as being lost or stolen;

(e) is a counterfeit ticket; or

(f) you have not used the coupons in sequence, or any Flight Coupon in the Ticket or Electronic Coupon has been altered by anyone other than us or our Authorized Agent, or in the case of a Flight Coupon, has been mutilated in which case we reserve the right to retain the Ticket.

8.1.22 If you cannot prove that you are the person named on the Ticket.

8.1.23 If you have failed to complete the check-in process by the check-in deadline.

8.1.24 If you have failed to arrive at the boarding gate on time.

8.1.25 If you have behaved in a way mentioned above on or in connection with a previous flight and we believe you may repeat this behavior.

## **8.2 LIMITATIONS ON OUR OBLIGATION TO PROVIDE CARRIAGE**

8.2.1 We will not carry unaccompanied children, incapacitated persons, pregnant women or persons with illness unless prior arrangements have been made with us, in accordance with our Regulations.

8.2.2 If we believe that the aircraft weight limitations or seating capacity may be exceeded, we will decide in our reasonable discretion which Passengers or Baggage shall be carried.

## **8.3 CONSEQUENCES OF REFUSAL TO CARRY**

8.3.1 If we have refused to carry you, or removed you from a flight as provided in Paragraph 8.1, we may cancel the remaining unused portion of your Ticket, and you will not be entitled to further carriage or to a refund either for the sector that is the subject of the refusal of carriage or removal, or any subsequent sectors covered by the Ticket.

8.3.2 We will not be liable for any consequential or incidental loss or damage due to any such refusal to carry or removal en route 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.

## **ARTICLE 9: BAGGAGE**

### **9.1 ITEMS THAT ARE NOT ACCEPTABLE AS BAGGAGE**

9.1.1 You may not include in your Baggage:

(a) items which do not constitute Baggage as defined in Article 1 of these Conditions of Carriage;

(b) items which are likely to endanger the aircraft or persons or property on board the aircraft, such as explosives, ammunition, compressed gases, corrosives, oxidizing, radio-active or magnetized materials, flammable liquids, gels or materials that are easily ignited, poisonous, offensive or irritating substances, liquids (other than liquids in the Passenger's Unchecked

Baggage for use in the course of the journey), or those items specified in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA), and in our Regulations;

(c) items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over;

(d) items which we reasonably consider are unsuitable for carriage by reason of their weight, size or character, such as fragile or perishable items; or

9.1.2 We cannot carry firearms and ammunition other than for hunting and sporting purposes as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked

Baggage in accordance with our Regulations. When you present a firearm for carriage it must be unloaded, the safety catch must be on, and it must be suitably packed. Carriage of ammunition is subject to ICAO and IATA Dangerous Goods Regulations and prevailing national and international security regulations.

9.1.3 You shall not include in Checked Baggage fragile or perishable items, money, keys, jewelry, precious metals, computers or other electronic devices, silverware, negotiable papers, or other valuables, business documents, passports and other identification documents or samples.

9.1.4 Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage in accordance with our Regulations, but will not be permitted in the aircraft cabin or in your Unchecked Baggage.

9.1.5 If, despite being prohibited, any items referred to in Paragraphs 9.1.1 to 9.1.3 are included in your Baggage and we carry the Baggage, we shall not be responsible for any Damage to such items.

## **9.2 RIGHT TO REFUSE CARRIAGE**

9.2.1 We may refuse to carry items described in Paragraph 9.1 that are prohibited from carriage as Baggage, and may refuse further carriage of any such items upon discovery.

9.2.2 We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, contents or character, or for safety or operational reasons (including Baggage which does not belong to you and which you have pooled with your own Baggage), or for the comfort and convenience of other passengers. We will not be liable for refusing to carry such Baggage.

9.2.3 Unless advance arrangements for its carriage have been made with us, we may carry any Baggage which exceeds the applicable free Baggage allowance on a flight other than the flight we carry you on.

9.2.4 We may refuse to accept Baggage as Checked Baggage unless it is in our reasonable opinion properly and securely packed in suitable containers to ensure safe carriage with ordinary care in handling.

### **9.3 OUR RIGHT TO REQUIRE A SEARCH**

9.3.1 For reasons of safety and security, we may request that you permit a search, x-ray or scan to be made on you or your Baggage, and we may search or have searched 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 item described in Paragraph 9.1.1 or any firearms or ammunitions which have not been presented to us in accordance with Paragraph 9.1.2. We are not liable for any Damage caused by a search, x-ray, or scan, unless such Damage is due to our fault or negligence.

9.3.2 If you are unwilling to comply with such request we may refuse to carry you or your Baggage.

### **9.4 CHECKED BAGGAGE**

9.4.1 Upon delivery to us of your Baggage for check-in, we shall take custody of the Baggage and issue a Baggage Identification Tag for each piece of Checked Baggage.

9.4.2 It is your responsibility to ensure that your Baggage is adequate and correctly labeled for the purpose of identification.

9.4.3 We will carry your Checked Baggage on the same aircraft as yourself, unless we decide for safety, security or operational reasons to carry the Checked Baggage on another flight on which space is available. In such event, you shall be entitled to compensation for delay to the extent provided in the Convention or otherwise in these Conditions of Carriage, unless the reason the Baggage could not be carried on our flight is due to late check-in or other factors within your control. This paragraph shall not apply to Baggage in excess of the free baggage allowance, carriage of which is subject to our Regulations.

### **9.5 FREE BAGGAGE ALLOWANCE**

We will carry some of your Baggage free of charge. Your free baggage allowance will be shown on your Ticket, or in the case of an Electronic Ticket, on your Itinerary/Receipt and will depend on our Regulations applying at the time of your flight. If you are in doubt, please ask us or our Authorized Agents for details of your free baggage allowance.

### **9.6 EXCESS BAGGAGE**

We reserve the right to refuse to carry Baggage that exceeds the free baggage allowance. Baggage in excess of the free baggage allowance will be carried at our discretion subject to space and weight limitations. You must pay a charge for the carriage of Baggage in excess of the



free baggage allowance including Unchecked Baggage retrieved from you at any time up to the time of boarding the aircraft at the rate and in the manner provided in our Regulations. We may raise this charge at the point of your departure, stopover or destination.

## **9.7 EXCESS VALUE DECLARATIONS AND CHARGES**

You may declare a value for Checked Baggage in excess of the applicable liability limits. If you make such a declaration, you must pay additional charges in accordance with our Regulations.

## **9.8 UNCHECKED BAGGAGE**

9.8.1 Any Unchecked Baggage must fit under the seat in front of you or in an enclosed storage compartment in the cabin. Items that cannot be stored in this manner, or items that we consider of excessive weight or size, or of an offensive nature, will not be permitted in the cabin.

9.8.2 Objects that we consider unsuitable for transportation in the cargo compartment (including delicate musical instruments and the like) will only be accepted for transportation in the cabin compartment provided we have given our permission in advance. You must pay a charge for the transportation of such objects in accordance with our Regulations.

## **9.9 COLLECTION AND DELIVERY OF BAGGAGE**

9.9.1 You must collect your Baggage as soon as it is available for collection at your destination or Stopover. If you do not collect your Baggage within reasonable time, we may charge you a fee for storing it.

9.9.2 Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of the Baggage. Failure to produce the Baggage Identification Tag shall not prevent delivery provided the Baggage Check is produced and the Baggage is identified by other means.

9.9.3 If a person claiming Baggage is unable to produce the Baggage Check or a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage, and if required by us, indemnifies us for any loss, damage or expense which we may incur as a result of such delivery.

9.9.4 Acceptance of Baggage by the person bearing the Baggage Check without complaint at the time of delivery creates a presumption that the Baggage has been delivered in good condition and in accordance with the contract of carriage.

#### **9.10 UNCLAIMED BAGGAGE**

If you do not claim your Baggage within six (6) months of the day we make it available to you, we are entitled to presume that you have abandoned the Baggage and we may dispose of the Baggage without any liability to you.

#### **9.11 ITEMS REMOVED FROM PASSENGERS BY AIRPORT SECURITY PERSONNEL**

We will have no liability to you for Damage to any item that the airport security personnel, acting in accordance with government regulations, remove from you or your Baggage, even if the airport security personnel give the items to us.

### **ARTICLE 10: SCHEDULES, DELAYS AND CANCELLATION OF FLIGHTS**

#### **10.1 SCHEDULES**

We undertake to use our best efforts to carry you and your Baggage with reasonable dispatch. In case of re-timing of schedule, we will notify you in advance of your journey. Although we undertake to use our best efforts to adhere to our timetables and published schedules, we do not guarantee that your flight will depart and arrive at the times set forth in our timetables and schedules. Furthermore, our timetables and published schedules shall form no part of your contract with us. Please refer to Paragraph 11.3 regarding refunds in such situations.

#### **10.2 DELAY AND CANCELLATION**

10.2.1 If due to circumstances beyond our control, including but not limited to adverse weather or air traffic control delays, we cancel or delay a flight; are unable to provide previously confirmed space; fail to stop at your Stopover or destination point; or cause you to miss a connecting flight on which you hold a reservation, we shall, at your option, either:

- (a) carry you on another of our scheduled services on which space is available;
- (b) within a reasonable period of time re-route you to the destination indicated on your Ticket or applicable portion of your Ticket by our own scheduled services or the scheduled services of another Carrier, or by means of surface transportation. If the sum of the fare, excess Baggage charge and any applicable service charge for the revised routing is higher than the refund value of the Ticket, or applicable portion of the Ticket, we will collect no additional fare or charge from you, and will refund the difference if the fare and charges for the revised routing are lower; or

10.2.2 Except as provided in this Article, we will have no liability to you if your flight is cancelled or delayed due to causes beyond our control. If cancellation or delay is due to adverse weather or to air traffic control delays, we shall be under no immediate obligation to comply with Paragraph 10.2.1 or to provide for the cost of telephone calls, accommodation, refreshments or transportation although we shall make reasonable efforts to assist you as best we can in the prevailing circumstances.

### **10.3 CANCELLATION AND DELAY DUE TO CAUSES WITHIN OUR CONTROL**

If the delay or cancellation is due to circumstances within our control, we shall pay you compensation in the amount that would be due as denied boarding compensation in accordance with our Regulations.

### **10.4 SUBSTITUTION OF CARRIER/AIRCRAFT**

We reserve the right to substitute an alternative Carrier and/or aircraft.

### **10.5 DENIED BOARDING**

If we are unable to provide previously confirmed space, we shall compensate and assist Passengers denied boarding in accordance with applicable law and our denied boarding compensation policy.

## **ARTICLE 11: REFUNDS**

### **11.1 GENERAL**

If we fail to provide carriage in accordance with the contract of carriage, or if you choose not to use your Ticket, we will refund the unused Ticket or any unused portion in accordance with this Article and subject always to our Terms & Conditions.

### **11.2 PERSON TO WHOM REFUND WILL BE MADE**

11.2.1 Except as provided in this Article, we will be entitled to make refund either to the Passenger named in the Ticket, or to the person who has paid for the Ticket upon providing valid proof of such payment.

11.2.2 If a Ticket has been paid for by a Third Party other than the Passenger named in the Ticket, and we have indicated on the Ticket that there is a restriction on refund, we shall make a refund only to the payee of the Ticket or to that person's order.

11.2.3 A refund made to anyone presenting the Passenger Coupon and all unused Flight Coupons, and holding himself or herself out as a person to whom refund may be made pursuant to Paragraphs 11.2.1 or 11.2.2, will be considered a proper refund and will discharge us from liability to you or any other person for a refund.

### **11.3 INVOLUNTARY REFUNDS**

If we reschedule or cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at a point at which you are destined or ticketed for a Stopover, are unable to provide previously confirmed space, or cause you to miss a connecting flight on which you hold a valid reservation, the amount of the refund shall be:

- (a) if no portion of the passenger electronic coupon has been used, an amount equal to the fare paid; or
- (b) if a portion of the passenger electronic coupon has been used, the one way fare from point of interruption to the destination or the Stopover, by the same percentage discount, if any, as is reflected in the original fare purchased; or the difference between the fare paid and the fare for the transportation used, whichever is higher.

### **11.4 VOLUNTARY REFUNDS**

If you wish a refund of your Ticket for reasons other than those set out in Paragraph 11.3, the amount of the refund shall be:

- (a) if no portion of the Ticket has been used, an amount equal to the fare paid, less any service charges or cancellation fees;
- (b) if a portion of the Ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any service charges or cancellation fees.

### **11.5 OUR RIGHT TO REFUSE REFUND**

We may refuse to refund a Ticket in the circumstances described in Paragraph 8.3 of these Conditions of Carriage.

## **11.6 CURRENCY OF REFUND**

All refunds will be subject to the laws, rules, regulations and government orders of the country in which the Ticket was originally purchased and of the country in which we make the refund. Subject to the foregoing provision, refunds will normally be made in the currency in which the Ticket was paid for, but may be made in another currency according to our Regulations.

## **11.7 PERSONS AUTHORIZED TO MAKE REFUNDS**

Voluntary refunds will be made only by the Carrier which originally issued the Ticket or by its Authorized Agent.

# **ARTICLE 12: CONDUCT ONBOARD AIRCRAFT**

## **12.1 UNACCEPTABLE CONDUCT ON BOARD AIRCRAFT**

If in our opinion, if you:

- (a) conduct yourself on board the aircraft so as to endanger the aircraft or any person or property on board;
- (b) obstructing the crew of their performance of duty;
- (c) fail to comply with any of the instructions of the crew;
- (d) behave in a manner to which other passengers object; or that causes discomfort, inconvenience, damage, or injury to other passengers or crew,

we may take such measures as we deem necessary to prevent you from continuing such act, including restraining you. We may also disembark you and refuse to carry you further, and you may be prosecuted for offences committed on board the aircraft.

## **12.2 GENERAL INDEMNITY**

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

### **12.3 ELECTRONIC DEVICES**

For safety reasons, you may not operate onboard the aircraft portable recorders, radios, television sets, electronic games, personal cellular telephones or other transmitting devices including remote controlled toys and walkie-talkies. You may not operate any other electronic devices, including compact disc players, laptop computers, audio or video recorders, electric shavers on board without our permission, except for hearing aids and heart pacemakers.

### **12.4 FAILURE TO COMPLY**

If you do not comply with Paragraph 12.3, we can take and hold onto such electronic devices until the end of your flight or until such other time as we consider appropriate.

## **ARTICLE 13: ARRANGEMENTS BY CARRIER**

If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue a Ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as agent for such third party, whose terms and conditions will apply and we shall have no liability to you for any Damages you may incur as a result of these services.

## **ARTICLE 14: ADMINISTRATIVE FORMALITIES**

### **14.1 GENERAL**

It is your responsibility to comply with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over, and with our Regulations and instructions. We will not be liable for any Damages you incur as a result of aid or information provided by our employees or agents regarding such laws, regulations, orders, demands, and requirements, whether given in writing or otherwise. Nor shall we be liable for any Damages you incur as a result of your failure to comply with such laws, regulations, orders, demands, requirements, our Regulations instructions.

### **14.2 TRAVEL DOCUMENTS**

You are responsible for obtaining all necessary travel, health and other documents required by laws, regulations, orders, demands or requirements of the countries to be flown from, into or over and for complying with the laws of each country from, through or to which you require transportation, and unless applicable laws provide otherwise, you shall indemnify the Carrier for any loss, damage, or

expense suffered or incurred by the Carrier by reason of your failure to do so. The Carrier shall not be liable for any aid or information given by any agent or employee of the Carrier to you in connection with obtaining such documents or complying with such laws, 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.

#### **14.3 REFUSAL OF ENTRY**

If we are required by government or immigration authority order to return you to your point or country of origin, because you are denied entry, you agree to pay the applicable fare. 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.

#### **14.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS**

If we are required to pay or deposit any fine or penalty or to incur any expense by reason of your failure to comply with laws, regulations, orders, demands and travel requirements of any country or your failure to produce required documents, you must reimburse us on demand any amount so paid or deposited and any expense we incur. We may apply any funds paid to us for unused carriage, or any of your funds in our possession to satisfy the amount owing.

#### **14.5 CUSTOMS OR OTHER OFFICIAL INSPECTION**

If required, you shall attend inspection of your Baggage by customs or other government officials. We are not liable to you for any Damages you may incur as a result of the inspection.

#### **14.6 SECURITY INSPECTION**

You must submit to any security checks required by government agencies, airport officials, other Carriers, or us.

### **ARTICLE 15: SUCCESSIVE CARRIERS**

If Carriage is to be performed by several successive Carriers under one Ticket, or under a Conjunction Ticket, the carriage will be regarded as a single operation for the purposes of the Convention.

## **ARTICLE 16: OUR LIABILITY FOR DAMAGES**

### **16.1 INTERNATIONAL CARRIAGE**

Unless otherwise stated in these Conditions of Carriage, international carriage, as defined in the Convention, is subject to the liability rules of the Convention.

### **16.2 WHERE THE CONVENTION APPLIES**

Where a claim against us is governed by the Convention:

16.2.1 we will not invoke the limitation of liability under the Convention as to any claim for recoverable compensatory damages in respect of your death, wounding or other bodily injury;

16.2.2 with respect to that portion of such claim which does not exceed 113,100 SDR, we will not avail ourselves of the defense under the Convention which provides that a Carrier is not liable if it proves that it or its agents have taken all necessary measures to avoid the damage or that it was impossible for it or its agents to take such measures;

16.2.3 except as provided in Paragraphs 16.2.1 and 16.2.2 above, we reserve all defenses available under the Convention to any such claim, and we reserve all rights of recourse against any other party and any third party, including, without limitation, rights of contribution and indemnity; and

16.2.4 except as required by law, neither the waiver of limits under Paragraph 16.2.1 above nor the waiver of defenses under Paragraph 16.2.2 above shall be applicable in respect of claims made by public social insurance or similar bodies, which claims shall be subject to the liability limit and defenses under the Convention, and we will compensate you or your dependents for recoverable compensatory damages in excess of payments received from any public social insurance or similar body.

### **16.3 WHERE THE CONVENTION DOES NOT APPLY**

We agree subject as may be otherwise provided by applicable law that as to all carriage performed by us to which the Convention does not apply (including international carriage not governed by the Convention and domestic carriage wholly within Malaysia):

16.3.1 we shall not invoke any applicable limit of liability in defense of any claim for recoverable compensatory damages arising out other bodily injury;



16.3.2 we shall not, with respect to any claim arising out of your death, wounding or other bodily injury, exclude or limit our liability by proving that we and our agents have taken all necessary measures to avoid the damage or that it was impossible for us or them to take such measures, to the extent of damages up to the sum of 113,100 SDR excluding legal costs;

16.3.3 except as provided in Paragraphs 16.3.1 and 16.3.2 above, we reserve all defenses available under applicable law to any such claim, and we reserve all rights of recourse against any other party and any third party, including, without limitation, rights of contribution and indemnity; and

16.3.4 neither the waiver of limits under Paragraph 16.3.1 above, nor the waiver of defenses under Paragraph 16.3.2 above shall be applicable in respect of claims made by public social insurance or similar bodies, which claims shall be subject to any liability limit and defenses under applicable law, and we will compensate you and your dependents for recoverable compensatory damages in excess of payments received from any public social insurance or similar body.

#### **16.4 WHETHER OR NOT THE CONVENTION APPLIES**

To the extent not in conflict with the foregoing and whether or not the Convention applies:

16.4.1 We are liable only for Damage occurring on Malindo Air, or where we issue a Ticket or Baggage Check with our Airline Designator Code for carriage over the lines of another Carrier. Otherwise, where we issue a Ticket or Baggage Check over the lines of another Carrier we do so only as agent for such other Carrier. With respect to claims for Damage to your Checked Baggage which are subject to the Convention you will have a right of action against the first or last Carrier, where transportation of the Checked Baggage is performed by more than one Carrier.

The liability of each Carrier involved in your journey must be determined only by its own Conditions of Carriage.

16.4.2 Except as provided under the Convention, we are not liable for Damage to your Baggage unless such Damage is caused by our negligence. If there has been contributory negligence on your part, our liability shall be subject to the applicable law relating to contributory negligence.

16.4.3 We are not liable for any delay to you or your Baggage, except as provided in these Conditions of Carriage and under the Convention.

16.4.4 We are not liable for any Damage arising from our compliance with any laws, or government regulations, government orders or requirements, or from your failure to comply with the same.

16.4.5 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 Baggage shall be limited as provided by the Convention:

- (a) where the Warsaw Convention applies, the limit will be 250 French gold francs or its equivalent (US equivalent approximately \$20) per kilogram and in the case of unchecked baggage shall be limited to 5,000 French gold francs or its equivalent (US equivalent approximately \$400) per passenger and if the weight of your Checked Baggage is not recorded on the Baggage Check, it will be presumed that the total weight of your Checked Baggage does not exceed the applicable free baggage allowance for the class of carriage concerned, as provided in our Regulations;
- (b) where the Montreal Convention applies, the limit will be 1,131 SDR per passenger (for both Checked and Unchecked Baggage),

provided that if in accordance with applicable law different limits of liability are applicable such different limits shall apply, and that if in the case of Checked Baggage a higher value is declared pursuant to Article 9.7, our liability shall be limited to such higher declared value.

16.4.6 Except where other specific provision is made in these Conditions of Carriage, if we are liable to you we will compensate you for all losses and costs which you can prove directly incurred as a result, in accordance with applicable law, but we will not in any circumstance be liable for:

- (a) any losses or costs not reasonably foreseeable by us at the time the contract of carriage was concluded;
- (b) any losses or costs caused otherwise than by our breach of contract or breach of duty to you (except where the Convention or applicable law otherwise requires);
- (c) any loss of profits or business losses;
- (d) any losses which indirectly flowed from the breach of contract or breach of duty to you (except where the Convention or applicable law otherwise requires); or
- (e) any indirect or consequential loss when you are travelling in the course of or for the purpose of business.

16.4.7 We are not liable for Damage to you or your Baggage caused by property contained in your Baggage. If your property causes Damage to another person or to another person's property or to our property you agree to indemnify us for all losses and expenses that we incur as a result of such injury or Damage.

16.4.8 Except as provided under the Convention, we are not liable for Damage to fragile or perishable items, artwork, cameras, money, jewelry, precious metals, silverware, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples, which are included in your Checked Baggage, whether with or without our knowledge. The applicable Convention's limitations of liability apply. We are not liable for damage resulting from inherent defect, quality or vice of the baggage.

16.4.9 If your age or mental or physical condition is such as to involve any hazard or risk to yourself, we shall not be liable for any illness, injury or disability, including death, to such condition or for the aggravation of such condition.

16.4.10 Any exclusion or limitation of our liability shall apply to and be for the benefit of our agents, employees and representatives and any person whose aircraft is used by us and such person's agents, employees and representatives. The total amount recoverable from us and from such agents, employees, representatives and persons shall not exceed the amount of our limit of liability.

## **16.5 ADVANCE PAYMENTS**

In the event of your death, wounding or other bodily injury in the course of carriage performed by us, we shall make advance payments to the person entitled to compensation as may be required to meet immediate economic needs on a basis proportional to the hardship suffered. Any such advance payment shall not constitute admission of liability and may be offset against any subsequent sums paid by us, but is only returnable if the Damage was caused by, or contributed to by, your negligence or the negligence of the person who received the payment, or the person to whom the payment was made was not the person entitled to compensation.

## **16.6 WAIVER**

Unless expressly so provided, nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws.

# **ARTICLE 17: TIME LIMITATIONS ON CLAIMS AND ACTIONS**

## **17.1 NOTICE OF CLAIMS**

Any action for Damage to Checked Baggage will be barred unless the person entitled to its delivery complaints to us immediately after the discovery of the Damage, and, at the latest, within seven (7) Days from the date of receipt. In the case of delay, any action for Damage will be barred unless the complaint is made at the latest within twenty-one (21) Days from the date on which the Baggage has

been placed at your disposal. Every complaint must be made in writing and sent to us within the times specified above.

## **17.2 LIMITATION OF ACTIONS**

Any right to recover Damages from us will be extinguished if an action is not brought within two (2) years from the date of arrival at the destination, or the date on which the aircraft ought to have arrived, or the date on which the carriage stopped. The period of limitation shall be determined by the law of the court in which the action is pending.

## **ARTICLE 18: MODIFICATION AND WAIVER**

None of our agents, employees or representatives has authority to alter, modify or waive any provision of these Conditions of Carriage.

## **ARTICLE 19: PASSENGERS WITH A DISABILITY**

### **19.1 GENERAL**

19.1.2 If you are a Passenger with a disability and require any special assistance you should inform us at the time of booking of your special needs. If you are such a Passenger we will carry you where arrangements have been made to provide for you special needs. If you do not inform us at the time of booking of your special needs, we will nevertheless use reasonable efforts to accommodate your special needs. Passengers with disabilities who have advised the Carrier of any special requirements they may have at the time of booking, and been accepted by the Carrier, shall not subsequently be refused carriage on the basis of such disability or special requirements, but the Carrier's regulations or government regulations may apply to the transportation of such Passengers. 19.1.2 We will refuse to transport, or will remove at any point, you if your actions or inactions indicate to us that you're your mental or physical condition is such as to render you incapable of caring for yourself without assistance, unless you are accompanied by an attendant who will be responsible for caring for you en route and, with the care of such an attendant, you will not require unreasonable attention or assistance from the air crew.

19.1.3 We reserve the right to require a medical clearance from medical authorities if travel involves any unusual risk or hazard to you or to other persons (including, in cases of pregnant Passengers, unborn children).

19.1.4 The Carrier reserves the right to not accept any Passenger who must travel on a stretcher on any flight.

19.1.5 The Carrier will not refuse to carry passenger wheelchairs or other disability-assistive devices, unless such carriage would be inconsistent with safety or safety requirements. In addition to the regular free baggage allowance, the Carrier will accept such passenger wheelchairs or other disability-assistive devices as priority checked baggage under the airline's published rates.

19.1.6 Passengers with valid PWD CARD identification issued to people with Disabilities will be subject to waiver of wheelchair or other disability-assistive devices given that passengers are to produce these ID at the point of check-in.

19.1.7 Passengers with total immobility under medical attention (MEDA) are not accepted on flights operating with ATR aircraft due to safety reasons.

19.1.8 PRM passenger shall be accepted with the condition that passenger is accompanied by at least one (1) able bodied passenger (ABP) per Non Ambulatory passenger on an ATR flight. The APB shall manage the Non Ambulatory passenger in and out of the aircraft cabin.

## 19.2 SEATING

Passengers with a disability, who are pregnant, or carrying a child will not be permitted to occupy seats in designated emergency exit rows or in over-wing emergency exit rows. We reserve the right to re-assign seats at any time, including after boarding of the aircraft. This may be necessary for operational, safety, government regulatory, health reasons or security reasons.

## 19.3 TRAVEL WITH AN ATTENDANT

We may require that you travel with an attendant at your own cost if it is essential for safety or you are unable to assist in your own evacuation from the aircraft or you are unable to understand safety instructions.

## 19.4 BAGGAGE

There is no charge for transporting any assistive device, such as a wheelchair or a cane, and such assistive devices will not be counted towards your free Baggage allowance.

## ARTICLE 20: OTHER CONDITIONS

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions are important and may vary from time to time. They may concern:

- (a) the carriage of unaccompanied minors;
- (b) passengers with a disability;
- (c) pregnant women and sick passengers;
- (d) restrictions on use of electronic devices and items;
- (e) the on board consumption of alcoholic beverages; or
- (f) any other matters relating to the carriage of you or your Baggage that is regarded by us or by a regulatory body to be important to such carriage.

### **Important:**

The information provided is for informational purposes only and are not exhaustive. They are not intended in any way to serve as medical advice or its substitute. Please consult your physician regarding your health or specific medical questions that you may have. Malindo Air will not be held responsible for any misuse of information or adverse effects of recommendations howsoever arising from or connected with the usage of information as stated in this website.