

# Conditions of Carriage

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

- **"Additional Services"** means any products and services purchased by you and which are provided by third party providers.
- **"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.
- **"Carrier"** means Tiger Airways Pte Ltd (see also definition of **"we"**, **"our"**, **"ourselves"** and **"us"**);
- **"Carrier's Regulations"** means rules, other than these Conditions of Carriage, published by us and in effect from time to time governing carriage of Passengers and/or Baggage and shall include applicable Tariffs in force from time to time and are available at our offices, check-in and on our Website;
- **"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 and/or contained in the Website including but not limited to Tiger Airways Useful Information section, identified as such and which incorporate by reference, these Terms & Conditions and notices available at our offices and check-in counters.
- **"Confirmation Number"** means the number allocated by us to you to identify each confirmed flight reservation;
- **"Convention"** means whichever of the following instruments are applicable:
  - the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter 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 at The Hague and by Additional Protocol No. 2 of Montreal (1975);
  - the Warsaw Convention as amended at The Hague and by Additional Protocol No.4 of Montreal (1975);
  - the Montreal Convention (1999)

as supplemented by the Guadalajara Convention (1961) where applicable;

- **"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.

- **"Days"** means calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted;
- **"Electronic Coupon"** means an electronic flight coupon or other value document held in our database.
- **"Electronic Ticket"** means the Itinerary issued by us or on our behalf, the Electronic Coupon and if applicable, a boarding document.
- **"Flight Coupon"** means that portion of the Ticket that bears the notation **"good for passage"** or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.
- **"Itinerary"** means the document we issue to Passenger that includes the Passenger's name, flight information, Conditions of Contract and notices.
- **"Journey"** means a single flight from one airport to another airport;
- **"Passenger", "you", "your" and "yourself"** means any person, except members of the crew, carried or to be carried in an aircraft with our consent.
- **"Sector"** means the flight from the airport at the point of origin to the airport at the point of destination.
- **"Seat"** means a seat in our aircraft.
- **"Tariff"** means our fares and charges published electronically or on paper and conditions applicable thereto.
- **"Ticket"** means the Itinerary and includes the Electronic Ticket and Electronic Coupon issued by us or on our behalf and including the Conditions of Contract and notices contained in it.
- **"Terms & Conditions"** means these Terms and Conditions of Carriage.
- **"Unchecked Baggage"**, means any baggage other than Checked Baggage including all items brought by you into the aircraft cabin.
- **"We", "our", "ourselves", "us" and "Carrier"** means Tiger Airways Pte. Ltd.
- **"Website"** means the Internet site [www.tigerairways.com](http://www.tigerairways.com) provided by us for the purpose of Passengers making online bookings and to access information about us.

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

## **Article 2: Applicability**

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

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

**2.4 Overriding Laws:** If these conditions of carriage or any of them are inconsistent with any laws (such as Convention) which apply to your contract of carriage with us, those laws will apply.

### **Article 3: Tickets / Itinerary**

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

**3.2 Transferability:** The contract for carriage is only transferable as provided in these Terms & Conditions and our Conditions of Contract. If you wish to make a transfer for your flight you may do so in the circumstances provided in Article 5.3 and our Carrier's Regulations. In the event of a transfer, we shall not be liable to any person entitled to be carried by us or any refund in connection with a proposed flight if, in good faith, we provide carriage to a person purporting to be entitled to carriage or make any refund to the person entitled in accordance with Article 10.

**3.3 Validity:** The Itinerary is only valid for the Passenger named and the flight specified therein subject to any subsequent changes in accordance with Article 5.3 below.

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

### **Article 4: Fares**

**4.1 General:** Fares apply only to carriage from the airport at the point of origin to the airport at the point of destination. Fares exclude ground transport services between airports and between airports and town terminals unless otherwise specifically stated by us. We are strictly a point-to-point carrier and shall not be responsible to you for any connecting flights. We shall not be liable to you for your failure to meet any connecting flights. Fares will be calculated in accordance with our Tariff in effect on the date of payment for the Ticket for the flight or flights concerned. Any approved change of your flight or any part of your Itinerary may be subject to additional payments due, as specified in our Carrier's Regulations.

**4.2 Infants:** An infant under the age of two (2) years (on the date of travel) may fly at the prevailing administration fee per sector provided he sits on an adult's lap. Only one (1) infant is allowed for one (1) adult. No baby seats or perambulators are allowed in the cabin of the aircraft. A child over the age of two (2) will be required to purchase a ticket like any other passenger. New born babies less than seven (7) days old will not be accepted for carriage.

**4.3 Taxes and Insurance Charges:** Any tax, fee or charge imposed by the Government or other authority or by the operator of an airport in respect of your use of any 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 taxes, fees and charges 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 tax, fee or charge as and when they fall due prior to departure.

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

**4.5 Accuracy:** 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 prior notice.

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

**4.7 Administration Fee:** We reserve the right to charge a reasonable administration fee for ancillary services which are not included in the price of the Ticket.

## **Article 5: Booking of Seats / Reservations**

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

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

**5.3 Flight Change:** Inside of four (4) hours prior to the scheduled flight departure time, no changes are allowed. Outside of four (4) hours prior to the scheduled flight departure time, you are allowed to change the booked flight to another flight subject to availability, payment of the prevailing charges per passenger per sector and also subject to the following conditions:

- (a) if the new flight booked is at a lower fare than that of the cancelled booked flight, the difference in fares will not be refunded to the passenger;
- (b) if the new flight booked is at a higher fare 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 booking reference and/or new Itinerary.

**5.4 Promotional Fares :** Article 5.3 regarding Flight Change rules do not apply to certain selected promotional fares please refer to the terms and conditions of the specific promotion for further details.

**5.5 Name Change:** Each booking is only valid for the passenger named in the confirmed booking. No substitution of passengers shall be allowed.

**5.6 Payment:** Fares must be paid in full when a booking is made. In the event that the fare has not been paid in full when a booking is confirmed for any reason whatsoever, we reserve the

right to cancel the booking at any time prior to check-in and/or to disallow you to board the aircraft.

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

**5.8 Seating :** There are no seat allocations according to specific seat numbers. We operate a single-class and free-seating policy. Priority for boarding is given to the elderly and those traveling with children. No smoking is permitted on any of our flights. You agree to accept any seat that is made available to you onboard the aircraft by our Flight Crew.

**5.9 Fare non-refundable:** Fares are not refundable at all times unless otherwise specified herein or in our Carrier's Regulations

## **Article 6: Check-in and Other Requirements of Carriage**

**6.1 Check-In, Deadlines and Conditions:** You must arrive at the airport sufficiently in advance of the scheduled flight departure time to permit completion of Government formalities and check-in procedures. Our check-in counters are open two (2) hours 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 we reserve the right not to accept you for travel less than forty-five (45) minutes before the scheduled departure time of your flight, without derogating from the generality of other provisions of these Terms & Conditions governing the right of refusal of carriage, we reserve the right not to allow you to check in without any liability to you and without having to refund to you any fare paid:

- (a) if you attempt to check in after closure of the check-in counters;
- (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.

**6.2 Requirement for Check-in:** On check-in you are required to present certain information relating to your flight and identity. This must include the booking confirmation of the flight and a valid passport. Details of these requirements, necessary for all international flights, are stated in our Carrier's Regulations.

**6.3 Boarding:** You must be at the boarding gate at least thirty (30) minutes before the scheduled departure time.

**6.4 No-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.

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

**6.6 Travel Documents:** You are solely 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.

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

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

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

## **Article 7: Flight Combinations**

**7.1** The carrier may offer two or more flight sectors via Singapore for sale in the same reservation from specific destinations, which may change from time to time.

**7.2** All passengers travelling on a journey of more than one sector via Singapore must clear customs and immigration before checking in for their onward flight. A minimum of two hours must be allowed in order to complete the immigration and check-in formalities at the Budget Terminal in Singapore.

**7.3** All passengers are solely responsible for their own travel documentation in accordance with Article 6.6 above.

**7.4** Subject to the provisions of these terms and conditions of carriage and any applicable laws, the Carrier shall not be liable in any way whatsoever for any loss incurred by a Passenger as a result of a change to the schedule resulting in the passenger not being able to complete their journey. Best efforts will be made to offer a seat on the next available flight for the affected sector.

## **Article 8: Refusal and Limitation of Carriage**

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

- (a) such action is necessary for reasons of safety or security;
- (b) such action is necessary in order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over;
- (c) your conduct, status, age or mental or physical condition or the physical condition of your baggage is such 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 not observed, or are likely to fail to observe, our instructions;
- (f) you have refused to submit to a security check;
- (g) the applicable fare or any charges or taxes payable have not been paid; or credit arrangements agreed between us and you (or the person paying the fare) have not been adhered to;
- (h) the payment of your fare is fraudulent;
- (i) you do not have the proper documents for travel;
- (j) the booking of our Seat has been done fraudulently or unlawfully or has been purchased from a person not authorized by us;
- (k) the credit card by which you paid for the fare has been reported lost or stolen;
- (l) the Itinerary or booking or Electronic Ticket is counterfeit or fraudulently obtained;
- (m) the Itinerary has been altered by anyone other than us or our authorized agent, or has been mutilated (in which case we reserve the right to retain such documentation); and/or
- (n) the person checking in or boarding cannot prove that he is the person named as the passenger on the Itinerary (we reserve the right to retain such Itinerary in this circumstance).

**8.2 Unaccompanied Child:** Children below age 14 will not be accepted for carriage unless they are accompanied by an adult. Anyone below the age of [18] years may be accepted for carriage unaccompanied with a signed indemnity form at the point of check-in at each departure airport by a parent or a guardian. Parents and guardians must remain at the airport until the departure of the flight. Prevailing laws of each country may differ in respect of the carriage of unaccompanied children.

**8.3 Special Assistance:** Passengers with special needs are generally required to be accompanied by another fare paying passenger of at least 15 years of age, unless you can safely travel independently and do not require assistance using the aircraft steps to board. We are not able to provide supervision for those passengers who cannot travel alone but we are able to provide limited assistance when requested. There may be a fee for some services that we have to obtain from a third party. The services may not be available on all routes due to local airport limitations. Please contact the Tiger Airways call centre for more information.

Please note that if you do require special assistance when travelling with Tiger Airways you must book via the Tiger Airways dedicated call centre at least 3 days before your scheduled departure. Failure to notify the call centre of your requirements will result in the service being unavailable on arrival at the airport and passengers being denied carriage.

**8.4 Reduced Mobility Passengers:** For safety reasons Tiger Airways can carry only a maximum of two passengers per flight who have reduced mobility and require special assistance at the airport. Such passengers are required to be accompanied by another fare paying passenger of at least 15 years of age, unless you can safely travel independently and do not require assistance using the aircraft steps to board. Tiger Airways must be notified of their condition/requirements at least 3 days before the scheduled departure via the Tiger Airways call centre. Failure to notify us in advance will result in the service being unavailable on your arrival at the airport and your being refused carriage. There may be a fee charged for some services that we have to obtain from third parties. The services may not be available on all routes due to local airport limitations.

**8.5 Visually Impaired Passengers:** Visually impaired passengers are permitted for carriage provided they are assisted by a personal helper. They are not permitted for travel if they have no personal assistance available and they are solely reliant upon airline or ground handling staff for assistance. Such passengers must notify Tiger Airways of their condition/requirements on the day of booking via the Tiger Airways call centre.

**8.6 Pregnant Passengers:** It is the duty of pregnant passengers to advise us of the progress of their pregnancy at the point of booking of Seat. Our carriage of pregnant passengers are subject to the following conditions:

- (a) Pregnancy less than 35 weeks: we will carry with a doctor's certificate confirming that she is fit to travel for the flight that she is booked for.
- (b) Pregnancy 35 weeks and over: we will refuse carriage.

**8.7 Infants less than 7 days-old:** We reserve the right not to carry infants less than seven (7) 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 9: Baggage**

**9.1 Items Unacceptable as Baggage or to be Carried Inside Baggage:** We reserve the right to refuse carriage of such baggage or such items found in baggage as follows:

- (a) Items which are not properly packed in suitcases or other suitable containers in order to ensure safe carriage with ordinary care and handling;
- (b) Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA) and in our Terms & Conditions and Conditions of Contract.
- (c) Items the carriage of which is 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 checked baggage only if we are satisfied that they have been properly packed. Strictly only styrofoam and/or cooler boxes that contain dry food/non-perishables are allowed to be checked-in after inspection of contents by relevant authorities. Packed items must not contain dry-ice. Should passengers refuse inspection, we have the right to reject admission of luggage;
- (i) Firearms and ammunition;
- (j) Explosives, flammable or non-flammable gas (such as aerosol paints, butane gas, lighter refills) refrigerated gas (such as filled aqualung cylinders, liquid nitrogen), flammable liquids (such as paints, thinners, solvents) flammable solids (such as matches, fire lighters), organic peroxides (such as resins), poisons, infective substances (such as viruses, bacteria), radioactive material (such as radium) corrosive materials (such as acid, alkali, mercury, thermometers), magnetic substances, oxidizing materials (such as bleaches).
- (k) Weapons such as antique firearms, swords, knives and similar items provided that such items may be allowed as checked baggage at our absolute discretion for very special reasons. These cannot be carried into the aircraft for any reason whatsoever.

If any items referred to in any part of this paragraph are carried, whether or not they are prohibited from carriage as Baggage, the carriage thereof shall be subject to the charges, limitations of liability and other provisions of these Conditions of Carriage applicable to the carriage of Baggage.

**9.2 Valuable and Fragile Goods:** Passengers should not to check in such items as baggage. If they are checked in as baggage, passengers agree they send for carriage 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, artefacts, manuscripts and the like.

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

If required, you must attend the inspection of your baggage, checked or unchecked, by customs or other Government officials. We are not liable to you for any loss or damage suffered by you through your failure to comply with this requirement unless due to an act or an omission on our part done with intent to cause Damage or recklessly and with knowledge that Damage would probably result.

**9.4 Checked Baggage:** Baggage may only be checked in two (2) hours prior to scheduled departure of a flight. Upon delivery to us of baggage to be checked, we shall take custody thereof and issue a Baggage Identification Tag for each piece of Checked Baggage. Checked Baggage must have your name or other personal identification affixed securely to it. Checked Baggage will be carried on the same aircraft as you unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight we will deliver same to you within a reasonable time of arrival of that flight unless applicable law requires you to be present for customs clearance.

**9.5 Free Baggage Allowance:** You may check in free of charge one (1) checked baggage up to a maximum weight of 15 kg subject to our rules and regulations regarding the maximum size of permitted baggage and subject to the conditions and limitations contained in our Terms & Conditions and Conditions of Contract.

Upsize your check-in baggage: You may choose to pay to upsize your checked-in baggage from 15kg to 20kg up to 72 hours prior to departure. This service is available online at the time of making the booking or through the call centre if selected at a later date. If you choose to do so, any excess baggage exceeding 20kg will be subject to the normal excess baggage fees, as provided in Article 9.6. Upsize baggage excludes, but is not limited to, sporting equipment and odd-sized baggage.

All upsize baggage fees paid are strictly non-transferable and non-refundable. For instance, if you cancel your flight or your baggage checked-in at the counter does not exceed 15kg, such fees paid cannot be transferred to another passenger nor refunded to you.

**9.6 Excess Checked Baggage:** You will be required to pay a charge for carriage of baggage in excess of the free baggage allowance at the rates specified in the [fee schedule](#) and in the manner provided in our Carrier's Regulations (these 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). Carriage of all excess baggage is at our discretion and subject to space availability.

**9.7 Unchecked Baggage:** Only one (1) piece of baggage plus an additional hand-bag or laptop is allowed to be carried on board provided that the baggage does not exceed the

dimensions of 54cm x 38cm 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.

Objects not suitable for transport in the cargo compartment will not be accepted for transportation in the cabin compartment except as otherwise provided in our Carrier's Regulations or with our prior written consent. The transport of such objects may be charged for separately.

**9.8 Collection and Delivery of Baggage:** You shall collect your baggage as soon as it is available for collection at places of destination. If you do not collect it within a reasonable time and the baggage needs to be stored at our premises, we may charge a 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 deliver the baggage to such person only on condition that he has established to our satisfaction his right thereto, and if required by us, such person shall furnish adequate security to indemnify us for any loss, damage or expense which may be incurred by us as a result of such delivery. Acceptance of Baggage by the bearer of the Baggage Identification Tag without complaint at the time of delivery is prima facie evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage between us.

**9.9 Other Conditions:** Other conditions relating to the carriage of your baggage, including but not limited to carriage of sporting equipment and musical instruments, can be found at the Tiger Airways Useful Travel Info section on the website.

## **Article 10: Schedules, Cancellations**

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

**10.2 Cancellation, Changes of Schedules:** At any time after a booking has been made 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 or changes to the schedule so as to depart more than four (4) hours before or after the scheduled departure time, 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) Allow you to retain the value of your fare in a credit account for your future travel provided that you must re-book within six (6) months therefrom; or

(c) make a refund to you in accordance with these Terms & Conditions.

Where a cancellation or significant alteration is made to our schedule before the date of your departure, we will use reasonable efforts to inform you of any such cancellation or alteration.

**10.3 Sole remedies:** Upon the occurrence of any of the events set out in Article 10.2, the options outlined in Article 10.2 (a) to (c) are the sole and exclusive remedies available to you and we shall have no further liability to you.

**10.4 Denied Boarding:** If we are unable to provide you with previously confirmed space on any flight as a result of over-booking, we shall provide you with compensation in accordance with our denied boarding compensation policy as referred to in our Carrier's Regulations.

## **Article 11: Refunds**

**11.1 General: There shall be no refund whatsoever unless in the circumstances as provided herein or in our Carrier's Regulations.**

**11.2 Taxes:** If after having made a reservation you do not fly with us, whether or not a refund of the fare is payable, you will be entitled to claim a refund of any taxes advised to you and payable by you, which as a consequence we have no obligation to pay to any Government or other authority. We reserve the right to deduct an administration fee as provided in the [fee schedule](#), from any such refund where you fail to fly with us despite a flight being available.

**11.3 Proper person /Mode of Refund :** In the event that we make a refund, it shall be made in the same mode of payment as was originally made for the reservation and to the person who has paid for the Seat upon presentation of identification and satisfactory proof of such payment.

**11.4 Currency:** All refunds will be subject to Government laws, rules and regulations or orders of the country in which the Ticket was originally purchased and of the country in which the refund is being made. 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 in accordance with our Carrier's Regulations.

## **Article 12: Conduct Aboard Aircraft**

**12.1** If in our reasonable opinion you conduct yourself on board the aircraft so as to endanger the aircraft or any 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 continuation of such conduct including restraint. You may be disembarked and refused onward carriage at any point and may be prosecuted for offences committed on board the aircraft.

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

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

## **Article 13: Liability Limitations**

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

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

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

- (a) Any liability we have for Damage will be reduced by any negligence on your part which causes or contributes to the Damage in accordance with applicable law.
- (b) We will not be liable for Damage to Checked or Unchecked Baggage unless such damage is caused by our negligence and such baggage was within our control or custody.
- (c) Except in the case of an act or omission done with intent to cause Damage or recklessly and with knowledge that Damage would probably result, our liability in the case of Damage to Checked Baggage shall be limited to US\$20 per kilogramme and in the case of Damage to Unchecked Baggage shall be limited to US\$400 per passenger, provided that if in accordance with applicable law different limits of liability are applicable such different limits shall apply. If the weight of the baggage is not recorded on the Baggage Identification Tag, it is presumed that the total weight of the Checked Baggage does not exceed the applicable free baggage allowance for the class of carriage concerned. If in the case of Checked Baggage, a higher value is declared in writing pursuant to an excess valuation facility, our liability shall be limited to such higher declared value.
- (d) We will not be liable for any Damage arising from our compliance with applicable laws or Government rules and regulations or from your failure to comply with the same.

- (e) Except where other specific provision is made in these Terms & Conditions, we shall be liable to you only for recoverable compensatory damages for proven losses and costs in accordance with applicable law.
- (f) We are not liable for any Damage caused by your baggage. You shall be responsible for any Damage caused by your baggage to other persons or property, include our property.
- (g) We shall have no liability whatsoever for Damage to articles or items not permitted to be contained in Checked and Unchecked Baggage including but not limited to fragile or perishable items, items having a special value, such as money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, title deeds or samples.
- (h) We are not responsible for any illness, or disability, including death, attributable to your physical condition or for the aggravation of such condition.
- (i) The contract of carriage including these Terms & Conditions and exclusions or limits of liability, applies to our authorized agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such authorized agents, servants, employees and representatives shall not exceed the amount of our own liability if any.
- (j) Nothing in these Terms & Conditions of the Conditions of Contract shall waive any exclusion or limitation of our liability under the Warsaw Convention or any other applicable Convention or applicable laws unless otherwise expressly stated by us.

## **Article 14: Time Limitation on Claims and Actions**

**14.1 Notice of Claims:** Acceptance of Baggage by the bearer of the Baggage Identification Tag without complaint at the time of delivery is sufficient evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise. If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage, and at the latest, within seven (7) days of receipt of the baggage. If you wish to file a claim or an action regarding delay of Checked 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.

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

## **Article 15: Choice of Law and Jurisdiction**

**15.1** Unless otherwise provided by the Convention or any applicable law, Government regulations, orders or requirements:

(a) these Conditions of Carriage and any carriage which we agree to provide you with (in respect of yourself and/or your baggage) shall be governed by the laws of Singapore; and,

(b) any dispute between you and us concerning or arising out of such carriage in any way whatsoever shall be subject to the non-exclusive jurisdiction of the Courts of Singapore.

**15.2** A party that is not a party to the relevant contract of carriage shall not have any right to enforce any terms therein including these Conditions pursuant to the Contract (Right of Third Parties) Act.

## **Article 16: Modification and Waiver**

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