

Terms and Conditions of Carriage for Passengers and Baggage of AIRSWIFT TRANSPORTS INC. as Air Carrier



Article 1 – Definition of Terms

- "Air Passenger Bill of Rights"** is a bill which aims to protect travellers from possible abusive practices of airlines, by defining the rights of passengers and the obligations of carriers pursuant to Republic Act No. 776 or the Civil Aeronautics Act of the Philippines
- "Airline"** means the conditions of carriage, crew, aircraft, and space availability
- "Air Carrier"** refers to a Philippine-based carrier operating scheduled or non-scheduled domestic and/or international flights to or from serving a point within the Philippines, or a foreign carrier operating scheduled or non-scheduled international flights from the Philippines. **Air carriers** are also generally referred to as airlines.
- "Ancillary Services"** are revenues obtained from non-ticket sources, such as pre-paid baggage fees, upgrade baggage fees, seat selector, ground and inflight meals and merchandise, travel insurance, sports equipment, etc. generated by direct sales to passengers, or indirectly as part of the passenger's travel experience.
- "Authorized Agent"** means a sales and service agent (which can include another airline) we have appointed to represent us in the sale of air transportation over our services;
- "Baggage"** means any personal property accompanying the passenger in connection with his/her trip. Unless otherwise specified, it includes both the passenger's Checked and Hand Baggage;
- "Checked Baggage/Departure"** means the baggage which has been checked in for carriage in the cargo hold of the aircraft and for which the Airline has issued a Baggage Tag;
- "Hand Baggage"** means any baggage other than Checked Baggage including all items brought by a passenger into the aircraft cabin. Also known as "Hand-carried Baggage"; "Cabin Bag Baggage"; "Hand Luggage"; "Carry-on Baggage";
- "Inflight Boarding Pass"** means a boarding pass which has been checked in but has either not been in or been subsequently removed from the cargo hold of the carrier;
- "Baggage Tag"** means those portions of the Ticket which relate to the carriage of the Passenger's Checked Baggage;
- "Baggage Tag"** means a document issued by the Airline solely for identification of Checked Baggage;
- "Booking"** means the reservation system used by the Airline and the Authorized Agent has entered in the Carrier's system relating to a journey to be made by a passenger;
- "Booking Reference"** or **"Record Locator"** is the alphanumeric code used in the Airline's reservation system pertaining to and identifying the passenger's confirmed and specific seat reservation. Also known as "Confirmation Number", "Passenger Name Record (PNR)";
- "Cancellation"** means the act of calling off a flight;
 - Cancellation by the air carrier before the estimated time of departure (ETD) with or without its fault;
 - Cancellation by the air carrier after an undue long delay;
 - Cancellation by the passenger before the regular fare/ticket is issued;
- "Check-in deadline"** refers to the point in time before the published Estimated Time of Departure (ETD) on or before which a passenger must present himself/herself to the airline check-in counter not less than forty-five (45) minutes before such ETD. The check-in deadline may be extended by the Airline and may be changed from time to time;
- "Check-in period"** is the time when the carrier's check-in counters open to accept and process passengers checking in for their flights and closes not less than forty-five (45) minutes before such ETD. The check-in period shall be determined by the Airline and may be changed from time to time;
- "Checked Fund"** means the fund created for the Passenger's travel convenience which can be used to offset the expenses of future bookings;
- "Conditions of Contract of Carriage"** or **"Conditions"** means those statements contained in or delivered with the Itinerary, identified as such and which incorporate by reference, these Terms & Conditions and notices available at the Airline's offices and on its website;
- "Coupon"** means a paper document named "Flight Coupon" or "Passenger Coupon" or an "Electronic Coupon" issued by us or our Authorized Agent as part of the Ticket which entitles the named Passenger to travel on the particular flight identified on it;
- "Damage"** includes death, bodily injury to a passenger, loss, partial loss or other damage including to baggage, arising out of or in connection with the carriage by air or other services incidental thereto as performed by the Airline;
- "Delay"** is the result of the Airline's failure to later time;
- "Terminal Delay"** is a delay that occurs while passengers are still inside the terminal waiting for boarding. See "Delay";
- "Tarmac Delay"** is a delay that occurs while passengers are already on-board the aircraft, reckoned from the closing of the aircraft doors until the time when the doors shall close but passengers are not allowed to deplane. See "Delay";
- "Denied Check-in"** takes place when a passenger, who has presented himself/herself for check-in at the appointed area and at the appointed time, is denied or not processed for boarding a particular flight. Denied Boarding" takes place when a passenger, who holds a confirmed reserved seat, and who has presented himself/herself for carriage at the proper time and place and fully complied with the check-in and reconfirmation procedures, and who is acceptable for carriage under the carrier's tariff, was not allowed to board the aircraft;
- "Electronic Ticket"** means the Itinerary issued by the Airline or on its behalf, the Electronic Coupon and if applicable, a boarding document. See "Itinerary";
- "Estimated Time of Departure"** or **"ETD"** means the projected time and date for a flight to leave or depart from a specific airport or city. Also known also as "Expected Time of Departure" and in the case of these Terms and Conditions "Scheduled Time of Departure";
- "Fare"** is payment in consideration for the carriage of a passenger and may either be the "Regular Fare" which the Airline offers on all applicable fares or "Promotional Fare" which is available in special or limited time, usage, and space availability;
- "Force Majeure"** means unusual and unforeseen circumstances beyond our or the Passenger's control and the consequences of which could not have been avoided even if all due care had been exercised;
- "Itinerary"** means a document that includes the Passenger's name, flight information, booking number, Conditions of Contract and other notices;
- "No-show"** is the failure of a passenger to appear at the check-in counter within the check-in deadline or to show up at the boarding gate at the time indicated on the boarding pass;
- "Overbooking"** is the practice by air carriers of selling confirmed reserved space beyond the actual seat capacity of the aircraft;
- "Passenger"** means any individual who is carried on or to be carried in an aircraft with the Airline's consent; or the passenger identified and named in the ticket issued by the Airline;
- "Person with Disability"** or **"PWD"** refers to any person who is suffering from restriction or different abilities, as a result of a mental, physical or sensory impairment, to perform an activity in the manner or within the range considered normal for a human being and who requires special assistance;
- "Person with Reduced (or Limited) Mobility"** or **"PRM"** (EU Regulation No. 1107/2006) refers to a person whose mobility when using transport is reduced due to any physical disability (sensory or loco-motor, permanent or temporary), intellectual disability or impairment, or to any other cause of disability, or age, and whose situation needs appropriate attention and the adaptation to his or her needs;
- "Regulations"** refer to policies adopted by the Airline from time to time which the Airline may publish on its website or elsewhere, or statements contained in or delivered with the Itinerary, and notices available at the Airline's offices or the offices of its authorized representatives and at the check-in counters;
- "Route"** means the flight itinerary, the point of origin to the airport at the point of destination;
- "Seat"** means a seat in the Airline's aircraft on a specific date and on a specific flight;
- "Sector"** means the flight from the airport at the point of origin to the airport at the point of destination. "Sum of Sectors" or "Through Fares" refers to a combination of two connecting sectors which will be treated as one flight and must be used in sequence as stated;
- "Senior citizen"** refers to any resident citizen of the Philippines at least sixty (60) years old. Passengers may be asked to present identification documents, in line with Republic Act No. 9994, otherwise known as the Expanded Senior Citizens Act of 2010, and its Implementing Rules and Regulations, in order to avail of benefits and privileges reserved for senior citizens;
- "Ticket"** means a document that entitles the passenger, at a point between the place of departure and the place of destination, which has been agreed to in advance by us;
- "Tariff"** means the Airline's fares, rates, charges and related Conditions of Contract and restrictions published electronically or on paper;
- Terms and Conditions"** means these Terms and Conditions of Carriage;
- "Warsaw Convention"** means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed in Warsaw, Poland in October 12, 1929, or the Convention as amended at The Hague, The Netherlands on September 28, 1955, as amended further by other Conventions and Protocols, whichever may be applicable;
- "Website"** means the website www.airswift.com which we are allowed to use for the purpose of Passengers making online bookings and to access information about us;
- "We", "us", "our"** means Island Transvogyer, Inc. doing business as Air SWIFT
- "You", "your", "yourselves"** means any person (whether adult, child or infant) holding a Ticket to be carried in an aircraft, except for the Airline's refer also to "Passenger";

Article 2 – Applicability

- General:** These Terms and Conditions shall apply to the carriage by air of passengers and baggage where the name of ITI or its Airline Designation Code is indicated in the ticket for the said flight, including services incidental thereto, unless otherwise specified. These Terms and Conditions shall apply in relation to that carriage or transportation. These Conditions are those referred in the ticket, Itinerary Terms and conditions found in ITI's website.
- Terms and Conditions Prevail:** Except as provided in these Terms and Conditions, in the event of inconsistency between these Terms and Conditions and the our Conditions of Contract of Carriage or any other regulations and notices we may have in dealing with our passengers, these Terms and Conditions shall prevail.
- Language:** The language of these Terms and Conditions is English. And even though there may be translations of these Terms and Conditions in other languages, English shall be the sole language used in the interpretation of these Terms and Conditions.
- Overriding Laws:** To the extent that any provision contained or referred to herein is contrary to any applicable laws, the Warsaw Convention or any other laws, the applicable laws shall prevail. If the Passenger, at a point between the place of departure and the place of destination, which has been agreed to in advance by us, the invalidity of any provision of these Terms and Conditions shall affect the validity of any other provision.
- Right to Change or Modify:** We reserve the right to change or modify these Terms and Conditions with or without notice to the passenger after the approval of the Philippine Civil Aeronautics Board (PCAB). None of our agents, employees or representatives has authority to alter, modify or waive any provision of the Terms and Conditions of Carriage unless authorized in writing by one of our corporate officers.
- Articles of Incorporation (Ticket):**
- Prima Facie Evidence of Contract:** The Itinerary is prima facie evidence of the contract for carriage between you and us. The Itinerary, these Terms & Conditions and the Airline's Conditions of Contract (including applicable Tariffs) together constitute the terms and conditions of the contract of carriage between you and us. By accepting the Electronic Ticket, after having explained to the passenger in English the general Terms and Conditions of Carriage, the Passenger is deemed to have read and accepted these Terms and Conditions as agreed to in bound tickets.
- Transferability:** The contract for carriage is only transferable as provided in these Terms & Conditions and our Conditions of Contract.
- Validity:** The Itinerary is only valid for the passenger named and the flight, date and route specified therein.
- Identity:** You will provide carriage only to the passenger named in the Itinerary or Electronic Ticket. You will be required to produce proper identification documents for all passengers.
- Article 4 – Fares, Taxes, Fees and Charges**
- 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 provided by us.
- Applicable Fares:** Applicable fares shall be those published by us, either electronically or by way of our media. Fares shall be disclosed at time of confirmation of the flight concerned. Fares may include administration fees, service charges and other charges.
- Administration Fee:** We reserve the right to charge a reasonable administration fee for ancillary services which are not included in the price of the Itinerary.
- Taxes and Charges:** Any taxes, fees and charges imposed on air travel by the Government, relevant authority or the airport operator in respect of the passenger's use of any of the Airline's services or facilities will be in addition to the Airline's fares, administration fees and charges, and shall be borne by the passenger, unless otherwise specifically stated in the Airline's Such government taxes, fees and charges imposed on air travel may change from time to time and can be imposed even after the date of booking. The passenger shall nevertheless bear such government taxes, charges and insurance surcharge as and when they fall due prior to departure. Please refer to the **Fee Schedule** for amounts on taxes, fees and charges.
- Currency:** Fares and charges are payable in the currency prescribed with our published fares unless otherwise specifically stated.
- Accuracy:** All fares and charges are based on the published fares and services are correct at the time of publication and are subject to change at any time and from time to time without prior notice.
- Connecting Flights:** The Airline is strictly a point-to-point carrier and shall not be responsible to the passenger for any connecting flights. The Airline shall not be liable to the passenger for his/her failure to meet any connecting flights.
- Age:** The fare and charges for children under the age of two (2) years old (24 months) on the date of travel for the first outbound flight are provided for in the **Fee Schedule**. An infant may travel provided he sits on an adult's lap. Only one (1) infant is allowed for one (1) adult. No permit/allowance is allowed on board the aircraft. The number of infants is limited per flight due to safety regulations and as such, there may be a possibility that the Airline may not be able to accommodate a passenger's request to carry infants unless otherwise provided at the time of the flight;
- Child:** A child over the age of two (2) years will require their own booking confirmation and separate seat like any other adult passenger
- PWD:** During booking, a PWD (Passenger with Disability) or PRM (Persons with Reduced Mobility) is entitled to a twenty percent (20%) discount on the purchase of the Itinerary for his exclusive use. Provided that, upon purchase, a senior citizen must present as proof of identification the Senior Citizen's Identification Card issued by the OSCA in the city or municipality where the person resides

Article 5 – Booking and Seating

- Confirmation of Booking:** The booking of a Seat is confirmed after full payment of the fare is made and after the Airline issues a booking reference and/or the Itinerary to the passenger. By booking a reserved seat the airline receives the payment directly or through its authorized agents and representatives.
- Group Bookings:** These are governed by specific terms that vary from time to time. Please contact the Airline at (02) 851-5674; (02) 851-5664 or email CS@airswift.com.
- Change:** Once a booking number has been issued, flight changes are subject to the following terms:
 - Inside of twenty-four (24) hours prior to the scheduled flight departure time, no changes by the passenger are allowed.
 - The charges for flight change outside of twenty-four (24) hours prior to the scheduled flight departure time are provided in the **Fee Schedule**, subject to the following conditions:
 - A lower fare is available and the difference will not be refunded to the passenger;
 - If the new flight booked is in a higher fare class than that of the cancelled booked flight, the difference in fares shall be paid by the passenger before the cancellation or change can be made;
 - The change is not confirmed until the Airline issues the Passenger a new Itinerary and/or booking reference number; Changes on routes are not allowed.
 - In case of conflict between the Itinerary presented by the passenger and the Airline's records, the latter shall prevail.
- Promotional Fares:** Article 5.4 regarding Flight Change rules do not apply to certain selected promotional fares.
- Payment:** Fares must be paid in full when a booking is made. In the event that the fare is not been paid in full for any reason whatsoever, the Airline reserves the right to cancel the booking prior to check-in and/or to disallow the passenger to board the aircraft.
- Personal Data:** The Passenger hereby acknowledges and agrees that his/her personal data has been given to the Airline for the purposes of making bookings for carriage and providing him/her with confirmation of that booking, providing and developing ancillary services and facilities, auditing and settling checking credit or other payment cards, security, administrative and legal purposes, credit assistance, systems testing, maintenance and development, statistical analysis, and helping the Airline in any future dealings with him/her. For these purposes, by entering into a contract of carriage with the Airline, the passenger authorizes the Airline to retain and use his/her personal data and to transmit it to the Airline's own offices, authorized agents and third party business associates, government agencies, other carriers or the providers of the services mentioned above.
- Seating:** The Airline does not guarantee to provide any particular seat in the aircraft and the passenger agrees to accept any seat that may be allocated upon check-in or otherwise made available on the flight. The Airline reserves the right to re-assign seats at any time, including after boarding of the aircraft. This may be necessary for operational, safety, government, regulatory, health or security reasons.
- Travel Insurance:** As the Airline's liability to the Passenger is limited, it is recommended that the passenger purchase a travel insurance to cover:
 - changes in travel plans and travel cancellation
 - loss, delay or damage to baggage and/or personal possessions
 - medical cost including charges imposed by paramedics in cases of emergencies at ports of departure and arrival
- Check-in and Boarding**
- Check-in and Conditions:** The Airline's check-in counters are open two (2) hours before the scheduled flight time of departure. The counters close forty-five (45) minutes before such scheduled time of departure. Check-in deadlines may vary at different airports and for particular flights. It is the passenger's responsibility to ensure that he/she complies with these deadline particulars of which will be available at the time of booking. In any event, without derogating from the generality of the other provisions of these Terms and Conditions, the Airline reserves the right not to allow the passenger to check-in without any liability and/or without having to refund any fare paid to him/her:
 - the passenger attempts to check-in within forty-five (45) minutes before the scheduled time of departure;
 - the passenger fails to have proper identification or fails to identify himself/herself to an Airline staff;
 - the passenger fails to have the necessary documents, which will not be accepted as proper documents), permits, valid or the like necessary to travel to a particular place or country;
 - the passenger has not fully paid any other fees or charges due to the Airline;
 - the carriage of the Passenger may risk the safety, health or security or materially affect the comfort of the other passengers or crew;
 - the Passenger's mental or physical state, serious illness, pre-existing medical condition, attitude or demeanor, including his intoxication or impairment from alcohol or drugs (if it poses a hazard to himself, to other passengers, to crew or to property, or if it requires special assistance, which if not provided will expose these persons and property to risk and which the Airline is not responsible for);
 - the Passenger has committed misconduct during check-in, at the departure terminal, or on board a previous flight, including physical or verbal abuse of Airline staff, agent or representatives or other passengers or persons, and the Airline reasonably believes that the conduct may be repeated;
 - the Passenger refuses to submit to a security check;
 - the Passenger refuses or fails to observe the Airline's safety or security related instructions;
 - the Passenger has been violent to the Airline staff or caused disturbance at check-in counter or has abused or intimidated the Airline staff whether physically or verbally;
 - the Passenger has been found to be the passenger's checking in or boarding the aircraft;
 - in the Airline's judgment, the passenger is not fit to travel due to drunkenness, drug addiction or any obvious severe physical or medical condition; and/or
 - in the Airline's judgment, the passenger is not medically fit to travel or his/her medical condition poses or could pose a hazard to the health of other passengers.
- Unavailability of Seat Due to Overbooking:** There is a chance a seat may not be available for the passenger on his/her flight even if his/her booking is confirmed. This is due to the common practice in the airline industry of overbooking. In the event of such unavailability of seat, the Airline shall at its option, either:
 - cancel any reservation for the passenger on another of the Airline's scheduled services on which space is available without additional charge and, where necessary, extend the validity of the passenger's booking; or
 - should the passenger choose to travel at another time, retain the value of his/her fare in a credit account for his/her future travel provided that the passenger must re-book within three (3) months thereafter.
- Stoppage of Carriage:** If the Airline is unable to provide any of the remedies available and the Airline shall have no further liability to the passenger.
- Web Check-In:** Web check-in is available for passengers whose booking has been confirmed. Passengers may check-in for their flight through the Airline's website www.airswift.com between seventy two (72) hours to four (4) hours prior to the published ETD. Passengers must have a copy of the boarding pass when the Web Check-in process and must read the notes printed on their boarding pass carefully.
- Web Check-In Restrictions:** Web check-in is currently restricted and not available to:
 - Groups of ten (10) or more Passengers booked under a single PNR;
 - Infants and children - if an infant or a child is part of a group under a single PNR;

- Passengers requiring special handling;
- Flights requiring more accurate weight and balance measures;
- Staff travel, interline travel, code share flights, and other non-revenue bookings.
- After Web Check-in, passengers may be required to change their flight itinerary.
- Web Check-In Procedure:** Procedure at the Airport Terminal:
 - Passengers must personally report to the Airline's Check-In Counter at the airport for the applicable travel document checks;
 - If the passenger has any checked baggage, the bags will have to be presented at the Airline Check-In Counter at least forty-five (45) minutes before the time prescribed by the airline for placement. All check-in timelines apply to passengers who avoid of Web Check-In;
 - Passengers should present a valid photo ID and a Web Check-In Boarding Pass for security clearance as well as for boarding. Valid IDs for this purpose are the Company ID, Driver's License, Passport, SSID Card, Tax Identification Number (TIN) and other valid IDs. The passenger must present the passenger name that was entered upon booking;
 - Should the passenger fail to show up at the Airline's Check-in counters or at the boarding gate within the prescribed period, the Airline will proceed with the flight without the passenger and without incurring any liability to the passenger. In that event, the flight will be considered flown and the passenger will not be entitled to refund the fare or rebook the flight or apply for a credit on the ticket.
- Boarding:** The passenger must be at the boarding gate at least thirty (30) minutes before the scheduled flight departure time. Priority boarding will be given to persons traveling with infants or children, unaccompanied minors, expectant mother, persons with disability, persons with reduced mobility, persons with medical conditions and other persons needing special assistance.
- Overhead Bin:** Passengers are required to place their baggage in the overhead bins at the boarding gate within the prescribed period or board the aircraft at the appointed boarding time. The Airline will offload his Baggage and proceed with the flight without him and without incurring any liability to him. In that event, the flight will be considered flown and the passenger will not be entitled to refund the fare or rebook the flight.
- Conditions of Carriage:** is 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 the Airline relating thereto. The Airline shall not be liable in any way whatsoever to the passenger 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 printed, or for the failure to obtain such documents or to comply with such laws, regulations, orders, demands, notices, requirements or instructions.
- Travel Documents:** The passenger is 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, orders, demands or requirements of countries flown from, into or over and with our Terms & Conditions, notices and instructions given by the Airline relating thereto, and whose documents do not appear to comply with, such applicable laws, regulations, orders, demands or requirements.
- Documents Advisory:** Adult passengers are required to produce proof of identification. Passengers traveling on international routes must possess valid passports with at least six (6) months' validity from date of travel and the applicable valid visas. Such documents are required to show up at the check-in counters at the boarding gate within the prescribed period.
- Security Inspections:** You shall submit to any security or health checks by Government or airport officials or by the Airline.

Article 7 – Refusal and Limitation of Carriage

- Right to Refuse Carriage:** The Airline has the right to refuse carriage and to deny anyone from any flight, any passenger and/or his/her baggage item or several reasons, but not limited to the following:
 - Compliance with applicable government rules, regulations and requirements or government requirement of space;
 - Action necessary or advisable due to weather, or other conditions beyond the Airline's control;
 - Refusal by the passenger to allow a search of personal property for explosive, deadly weapons, controlled substances, or dangerous articles;
 - Refusal by the passenger to produce positive identification upon request;
 - Passenger's physical or mental condition is such that, in the Airline's sole opinion, passenger is rendered or likely to be rendered incapable of complying with the applicable instructions without the assistance of an attendant. Passenger may be accepted provided advance notice is given by an accompanying attendant is responsible for caring for passenger en route;
 - Acquisition of a ticket at any time in violation of the Airline's rules of regulations and/or through the unauthorized use of a credit card;
 - Passenger's behavior is such that it would cause discomfort or offense to other passengers;
 - Is unable to sit in a seat with the seat belt fastened;
 - Engages in any action, voluntary or involuntary that might jeopardize the safety of the aircraft or any of its occupants.
 - A passenger who requires constant oxygen or other life support equipment;
 - Has a ticket issued by the Airline which is not reflected in the Airline's records or has been altered by anyone other than the Airline or its authorized agent or has been nullified;
 - If such action is necessary for reason of safety and security.
- Infants:** The Airline reserves the right not to carry infants less than sixteen (16) days old.
- Children:** Children below age 7 and not accepted for carriage unless they are accompanied by a person of at least 12 years of age. Children above seven (7) years of age may be accepted for carriage if the Airline is furnished a copy of the travel documents required of minors; and the required special handling form is accomplished and submitted to the Airline.
- Pregnant Passengers:** It is the duty of pregnant passengers to advise the Airline of the progress of their pregnancy at the point of departure. Passengers who are pregnant must observe the following conditions:
 - Pregnancy below twenty-four (24) weeks (inclusive); only the Special Handling Form is required.
 - Pregnancy between twenty-four (24) weeks to thirty-four (34) weeks (inclusive):
 - Submission of an approved doctor's medical certificate required with notation "Fit to Travel";
 - Doctor's medical certificate certifying the number weeks of pregnancy and the certificate shall be dated not more than seventy (70) days from either the scheduled outbound or the scheduled inbound flight departure date as the case may be;
 - Passenger must sign a "Limited Liability Statement" at the time of check-in to absolve the Airline against any liabilities arising from pregnancy.
 - Pregnancy thirty-four (34) weeks and above; CARRIAGE NOT PERMITTED.
- Passengers with reduced mobility/medical condition (PRM):** For safety reasons the Airline can carry only a maximum of four (4) passengers per flight who have reduced mobility (refers to paraplegic or quadriplegic passengers) provided that paraplegic or quadriplegic passengers must be able to transfer to and from the aircraft without the assistance of the Airline's crew members to travel with a companion. Please refer to 7.6 (Travel with a Companion). The Airline does not accept battery operated wheelchair or mobility devices. Under certain circumstances, carriage of battery operated wheelchair or mobility devices might be accepted subject to removal of the battery (by passengers) and that maximum weight allowed for the wheelchair or mobility devices is 85 kg. Passengers with limited mobility must be able to transfer to and from the aircraft without the assistance of the Airline's crew members to fit to fly. For the safety of other passengers we reserve the right to deny boarding passengers suffering from infectious, contagious or chronic diseases. Passengers with specific requirements requiring special assistance and passengers with illnesses including those that may require administering or carrying medication/syringes on-board are requested to contact the Airline's Reservations Department forty-eight (48) hours prior to departure. Passengers with specific requirements must check-in at the airport and be accompanied by a companion. Failure to notify the Airline will result in the service being unavailable upon the Passenger's arrival at the airport and being refused carriage. For health and safety reasons passengers with specific requirements must check-in at the airport.
- Travel with a companion:** The Airline may require that passengers with reduced mobility/medical condition in Article 7.5 to travel with a companion:
 - It is essential for safety; or
 - Passenger is unable to assist in his/her own evacuation from the aircraft; or
 - Passenger is unable to understand safety instructions.
- Seating:** The Airline reserves the right to refuse carriage to Passengers with specific requirements in accordance with applicable laws. The Airline reserves the right to re-assign seats at any time, including after boarding of the aircraft. This may be necessary for operational, safety, government regulatory, for health or security reasons

Article 8 – Baggage

- General:** Unless otherwise specified in the Airline's Tariff and regulations, fares for all of the Airline's flights do not include allowances for Checked Baggage. The Passenger may purchase prepaid baggage allowances for his Checked Baggage at discounted rates during the Airline's prescribed period based on prevailing rates as may be found on the Airline's website. If the Passenger has no pre-purchased baggage allowance, he may still check-in Checked Baggage upon payment of the prevailing standard airport baggage allowance at the first UKg (kilogram) or 22 lb (pound) bag for each passenger. There may be weight, size, quantity, and other limitations. Baby strollers (if traveling with an infant), manual wheelchairs and crutches (for personal use) are carried free of charge.
- Checked Baggage:** Baggage may only be checked-in two (2) hours prior to the scheduled time of departure. Due to security requirements, passenger's baggage will not be accepted at the check-in counter less than forty five (45) minutes prior to the scheduled flight departure time. Checked baggage is subject to the following conditions:
 - Checked baggage will be accepted for transportation only on flights on which the passenger is traveling. Baggage will only be checked to an airport that is on the passenger's routing;
 - The Airline will not accept baggage whose size, weight or character makes it unsuitable for carriage on the aircraft as checked baggage. Checked baggage must be properly packed to withstand normal handling. Checked baggage that is fragile or they may be refused. Acceptance of any baggage does not constitute agreement by the Airline that such baggage is suitably packed;
 - Items of delivery of Baggage to be checked, the Airline shall take custody thereof and issue a Baggage Identification Tag for each piece of Checked Baggage. Checked Baggage must have the passenger's name or other personal identification affixed securely to it. Checked Baggage will be carried on the same aircraft as the Passenger unless the Airline decides for safety, security or operational reasons to carry it on an alternative flight. If the Passenger's Checked Baggage is carried on a subsequent flight, the Airline will deliver the same to the passenger within a reasonable time of arrival of that flight unless applicable law requires the passenger to be immediately present for clearance;
 - Checked Baggage may be claimed only by the holder of the baggage check. Baggage claimed checks must be returned to the Airline on request. The Airline is not responsible in determining whether the holder of the claimed check is entitled to the baggage. If baggage claimed by a person other than the holder of the check, the Airline may refuse to release the baggage. Baggage is measured by length x width x height. The dimensions of such measurements are added together to compose the total number of linear inches;
 - Any baggage which is unclaimed after being in the Airline's possession for thirty (30) days shall be disposed of by the Airline in its normal course of business;
- Prohibited Articles:** The Airline reserves the right to refuse carriage of such baggage or such items found in baggage as follows:
 - Items which are not properly packed in suitcases or other suitable containers in order to ensure safe carriage with ordinary care and handling;
 - Weapons which are likely to endanger the aircraft or persons or property on board the aircraft and/or defined as dangerous goods under the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA), or our Terms & Conditions and Conditions of Contract;
 - Items the carriage of which are prohibited by the applicable laws, regulations or orders of their state or country to be flown into, to or over;
 - Items which in our reasonable opinion are unsuitable for carriage by reason of their weight, shape, size or character;
 - Fragile or perishable items;
 - Fire or dead animals;
 - Human or animal remains;
 - Fresh or frozen seafood or other meats provided that such items may be carried on board as hand luggage only if the Airline is satisfied that they have been properly packed. Strictly only styro-foam and/or cooler boxes that contain dry food/non-perishables are allowed to be checked-in after inspection of contents by relevant authorities. Should passengers refuse inspection, the Airline will refuse carriage of such items;
 - Firearms and ammunition except where special handling is sought from and accepted by the Airline;
 - Explosives, flammable or non-flammable gas (such as aerosol paints, butane gas, lighter refills) refrigerated gas (such as filled welding cylinders, liquid nitrogen), flammable liquids (such as paints, thinners, solvents), flammable solids (such as matches, lighters, flares, pyrotechnics), flammable solids (such as dry ice), and other dangerous goods;
 - Radioactive materials (such as radium) corrosive materials (such as acid, alkali, mercury, thermometers), magnetic substances, oxidizing materials (such as bleach);
 - Weapons such as antique firearms, swords, knives and similar items provided that such items may be allowed as checked baggage if they are properly packed in carry-on checked baggage for the passenger's personal use;
 - Animals are generally not carried on the Airline's flights unless the Passenger shows to the satisfaction of the Airline the necessity of carrying the animal with the corresponding clearances from appropriate government authorities.
- Valuable and Fragile Goods:** Passengers are strongly advised not to check in such items as baggage. If they are checked in as baggage, they are carried at the Passenger's risk. The Airline does not accept liability for loss of or damage to jewelry, watches, precious metals, silverware, electronic devices, computers, cameras, video equipment, negotiable papers, securities or other valuables, passports and other identification documents, title deeds, artifacts, manuscripts and the like.
- Right to Search:** For reasons of safety and security, the Airline may require the Passenger to undergo a search, x-ray or other type of screening on his/her baggage. The Airline reserves the right to inspect, open, search, examine, weigh, measure, and/or seal the absence if he/she is not available, for the purpose of determining whether he/she is in possession of or whether his/her baggage contains any unacceptable or prohibited items. If the Passenger refuses to comply with such searches or scans the Airline reserves the right to refuse carriage of the Passenger and/or his/her Baggage without refund of fare and without any other liability to the Passenger. In the event of a search, the Passenger will be required to sign a receipt for the baggage. Checked baggage shall not be liable for such injury or damage unless the same is due to the Airline's fault or gross negligence. The Airline will not be liable for loss damaged due to customs or security inspection at both arrival and departure airports.
- Free Baggage Allowance:** Unless otherwise specified in the Airline's Tariff and Regulations, passengers are allowed one (1) piece of checked baggage for each passenger. The weight of the checked baggage shall not exceed the maximum weight and free baggage size provided in the Airline's Regulations. Additional Checked Baggage or upgrade baggage over and above the free baggage allowance of 10kgs may be purchased at discounted rates with increments of 5kgs up to a maximum total of 25kgs at time of booking or up to four (4) hours prior to the scheduled flight departure time. There is no baggage allowance for infants, although a maximum weight will be carried free of charge. Please refer to the **Fee Schedule** for details on all rates. The fee is non-refundable and non-transferable.
- Pre-paid (or Pre-Purchase) Baggage:** For passengers not entitled to a free baggage allowance as specified by the Airline's Tariff and regulations, a baggage fee is made available for the carriage of Checked Baggage, which will be charged at a discounted rate. Purchased baggage is available for up to four (4) hours prior to the scheduled flight departure time at all Airline check-in counters. A minimum of 10kgs of Checked Baggage may be purchased at first instance. There is no baggage allowance for infants, although a pram/buggy will be carried free of charge. Please refer to the **Fee Schedule** for details on all rates. The fee is non-refundable and non-transferable.
- Checked Baggage:** Any checked baggage in baggage which exceeds the amount purchased at time of booking will be charged on a per kg basis an excess baggage fee at the Airport Check-in counters if:
 - the passenger's fare type includes free baggage allowance and his Checked Baggage exceeds the free baggage allowance; or
 - the Checked Baggage exceeds the value in the pre-paid baggage allowance purchased for the flight.

- For reasons of safety, acceptance of excess baggage is always subject to the Airline's absolute discretion and no refusal by the Airline to carry the passenger's excess baggage will make the Airline liable for the passenger's loss, damage or inconvenience. Please refer to the **Fee Schedule** for details on all rates. The fee is non-refundable and non-transferable.
- Collection/Delivery:** Checked baggage with all dimensions within the allowable dimensions provided in the Airline's Tariffs and Regulations will be charged for carriage in accordance with the rate provided in the Airline's Tariffs and Regulations. Overseas Baggage will only be carried at the discretion of the Airline subject to space and weight limitation and payment of required charge(s).**Special items:** Sporting equipment such as bicycles, fishing equipment, golf clubs, surfboards/wakeboards, bowling balls, and scuba diving equipment are not included in a passenger's free baggage allowance and are subject to additional charges. Special items may be carried in the hold of the aircraft upon payment of the fee set out in the **Fee Schedule** and at the passenger's own risk. The passenger is therefore advised to purchase the necessary insurance for such items. A special instrument which exceeds the cabin baggage dimensions, provided its weight is within 75kgs, may be carried in the cabin if a seal for it has been purchased and the appropriate fare is paid. There is no baggage allowance associated with the purchase of an extra seat.
 - Bicycle**
Bicycles must be placed with handlebars fixed sideways, pedals removed and tires deflated in a hard shell container specifically designed for shipping, or in a bicycle suitcase.
 - Fishing equipment**
Fishing equipment must be retracting, or in a transport case.
 - Golf Club**
Each golf club must be fully enclosed in a hard shell container specifically designed for shipping. These will not be accepted if packed only with a vinyl or canvas cover.
 - Scuba Diving Equipment**
Scuba diving equipment must be securely packed in an appropriate diving bag specifically designed for shipping. Scuba diving equipment is not included in the free baggage allowance and is subject to additional charges. A person claiming the equipment may be hand carried provided they comply with the prescribed dimensions for overhead bins.
 - Surfboards/Wakeboards**
Surfboards/wakeboards must be appropriately covered for dents and scratches. The length of the boards shall not exceed five (5) meters and their width shall not exceed 25 centimeters. Surfboards/wakeboards are allowed per ATR flight.
 - Bowling balls**
The passenger may carry up to two (2) bowling balls and one (1) pair of bowling shoes placed securely in a bowling bag.

- On the other hand, baby buggies, manual wheelchairs, mobility devices and walking frames are carried free of charge provided these items comply with the Airline's weight and size restrictions. For more information on mobility devices and wheelchairs in 85kgs.
- Hand Baggage:** Passengers (except infants) are allowed two (2) items of baggage to be carried on board. The items of baggage may be a combination of any two of the following: cabin bag or a laptop bag or a handbag. The cabin bag shall not exceed the dimensions of 56cm X 36cm X 23cm and must not weigh more than 7kgs. The cabin bag must fit under the seat in front of the passenger or on an overhead bin. The maximum weight of the handbag or laptop bag shall not exceed 7kgs. The maximum weight of an offensive nature will not be permitted on board and passengers are advised to check in such items as Checked Baggage at the Airport Check-in counters in accordance with Fee Schedule 8.2, failing which, we reserve the right to check in such items as Checked Baggage upon boarding subject to gate baggage fee payable at the boarding gate (please refer to our **Fee Schedule**). Subject to the relevant applicable law, passengers are permitted to take liquids on board in their hand baggage provided they meet the following restrictions:
 - The liquid is in a container with a maximum volume of 100ml;
 - The liquid plastic bag is sealed;
 - That all liquid containers meeting the maximum volume of 100ml each can be fitted comfortably into a transparent, re-sealable plastic bag;
 - The plastic bag should be presented separately at security. The passenger may be required to dispose of liquids which do not meet the above requirements. The Airline will not be responsible, nor have any liability in respect of items removed from passengers or their baggage by airport security personnel.
 - Collection/Delivery:** Checked baggage will be carried free of charge. Passengers shall collect his/her baggage as soon as it is available for collection at places of destination. If the passenger does not collect it within a reasonable time and the baggage needs to be stored at the Airline's premises, the Airline may charge a storage fee. If Checked Baggage is not claimed within 30 Days (30 Days) of the time it was made available, the Airline may dispose of it without any liability. Only the bearer of the Baggage Identification Tag may claim the baggage. Checked baggage which is not claimed, 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, the Airline will deliver the Baggage to such person only on condition that he/she has established to the Airline's satisfaction his right thereto, and if required by the Airline, such person shall furnish adequate security to indemnify the Airline for any loss, damage or expense which may be incurred by the Airline or its authorized agents and/or the affected passengers of any change in or postponement of the flight schedule through the contact details which the passenger provided at the time of booking via e-mail, phone call or text message. Evidence of e-mail or text message dispatch will be deemed evidence of receipt.
 - Cancellation, Schedule Change, Delays and Diversions:** At any time after a booking has been made, changes, cancellations, diversions, postponements, reschedulings and/or delays of any flight may occur due to circumstances beyond the Airline's control

- for reasons of safety or commercial reasons. In the event of such night cancellation, the Airline shall at our discretion, either:
 - carry the passenger at the earliest opportunity on another of the Airline's scheduled services on which space is available without additional charge and, where necessary, extend the validity of the passenger's booking; or
 - provide the passenger with the value of his/her fare in a credit account for his/her future travel if he/she chooses to travel at another time, provided that he/she must re-book within ninety (90) days thereafter;
 - make a refund of the passenger's bank account or credit or debit card for the value of his/her fare if he/she chooses not to proceed with his/her trip due to a flight cancellation and/or rescheduling that occurs three (3) hours or more before or after the original scheduled time of departure. For avoidance of doubt, no refund will be issued when a flight is delayed, cancelled and/or rescheduled at the airport on the day of departure for which the passenger may not have been accepted on the flight;
- Air Passenger Bill of Rights:** Upon the occurrence of any of the events set out in Article 9.3, the options outlined in Article 9.3 from (a) to (l) are the general and immediate remedies available to passengers offered by the Airline. However, the Airline will comply with and abide by more detailed compensation remedies to passengers stipulated in the Joint Department of Transportation and Communications (DOTC) and Department of Trade and Industry (DTI) Memorandum Order No. 01 or "Air Passenger Bill of Rights" signed in December 2012 as follows:
 - Right to Compensation and Amelities in Case of Cancellation of Flight**
 - In case of cancellation of flights, the following shall be observed:
 - In case of flight cancellation attributable to ITI, a passenger shall the right to:
 - Be provided with a written notification, written/published notice and flight status update service (i.e. text).
 - Be provided with the following, if he is already at the airport at the time of the announcement of the flight cancellation: refreshments and/or additional charges, such as a meal, the next flight with available space, or a sandwich, or breakfast, lunch or dinner or a voucher for the same, as the case may be; hotel accommodation (conveniently accessible from the airport); transportation from the airport to the hotel, v.v.; free phone calls, text or e-mails, and first aid, if necessary; and
 - Be provided with the following, if he is not at the airport at the time of the announcement of the flight cancellation: a refund of his/her fare, including taxes and surcharges, of the sector cancelled, or both/all sectors, in case the passenger decides not to fly the ticket or all the routes/sectors; or
 - Be endorsed to another carrier without paying any fare difference, at the option of the passenger, and provided that space and other circumstances permit such re-accommodation; or
 - Be provided with the following, if he is not at the airport at the time of the announcement of the flight cancellation: a refund of his/her fare, including taxes and surcharges, of the sector cancelled, or both/all sectors, in case the passenger decides not to fly the ticket or all the routes/sectors; or
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