

Terms and Conditions

Article 1 Definition

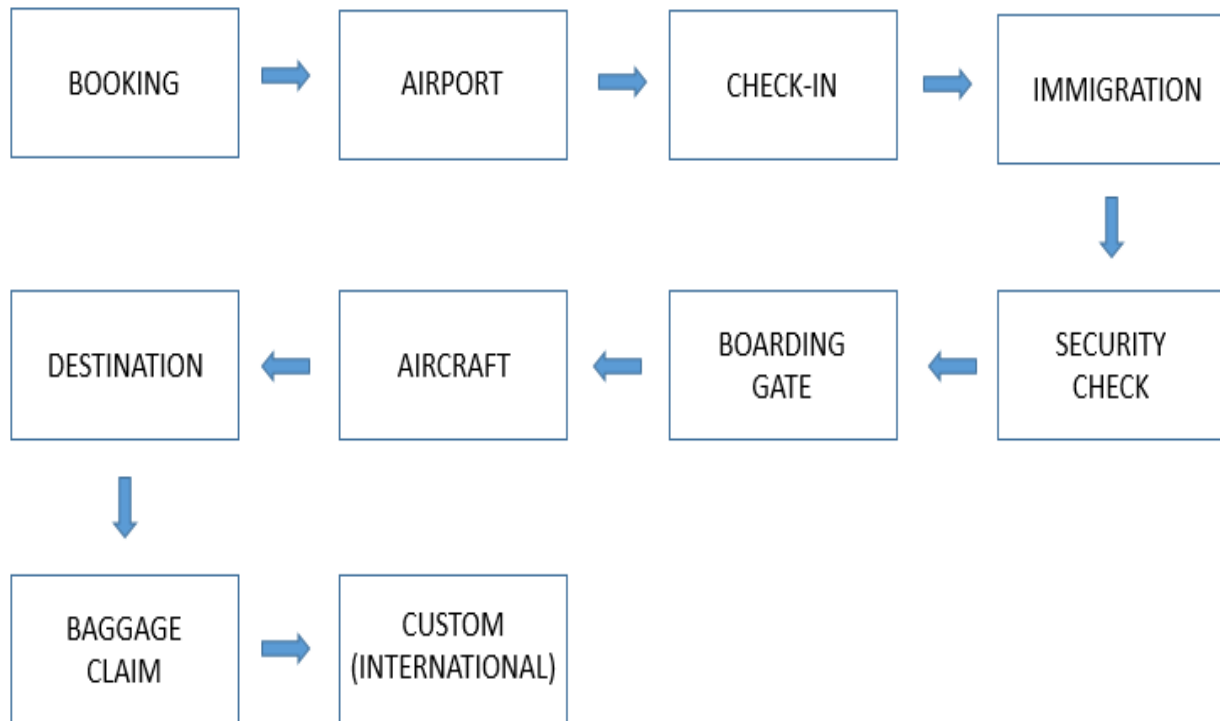
1.1 Meanings: In these Terms & Conditions, these particular expressions have the following meanings

1. "We", "our", "ourselves", "us" and "Carrier" means Berjaya Air Sdn Bhd.
2. "Guests", "passenger", "you", "your" and "yourself" means any customer, except members of the crew, carried or to be carried in an aircraft with our consent.
3. "Baggage" or "baggage" means your personal property accompanying you in connection with your trip. Including both your Checked and Unchecked Baggage.
4. "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.
5. "Baggage Identification Tag" means a document issued by Airline for identification of Checked Baggage.
6. "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".
7. "Conditions of Contract" means those statements contained in or delivered with the Itinerary, identified as such and which incorporate by reference, these Terms & Conditions and notices available at our offices and check-in counters.
8. "Connecting Time" means a time between the arrival of one flight to the departure of another flight which shall not be less than ninety (90) minutes and not more than twelve (12) hours apart. We reserve the right to revise the Connecting Time without prior advice due to airport restrictions imposed upon us by the airport operator and/or operational requirements.
9. "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.
10. "Route" means the flight from the airport at the point of Origin to the airport at the point of destination.
11. "Seat" means a seat in our aircraft.
12. "Terms & Conditions" means these Terms and Conditions of Carriage.
13. "Unchecked Baggage", means any baggage other than Checked Baggage including all items brought by you into the aircraft cabin.
14. "Website" means the internet site www.berjaya-air.com provided by us for the purpose of Passengers accessing information about us.

Article 2 Applicability

1. **General:** These Terms & Conditions apply to the carriage by air or by other means of transportation including transportation of Passengers and Baggage performed by us on our behalf and to any liability we may have in relation to that carriage and transportation.
2. **Terms & Conditions:** Except as provided in these Terms & Conditions, in the event of inconsistency between these Terms & Conditions and our Conditions of Contract of any other regulations we may have dealing with particular subjects, these Terms & Conditions shall prevail
3. **Language:** The language of these Terms & Conditions is English shall be the sole language used in the interpretation of these Terms & Conditions.

Article 3 Check-in



Check-in and Other Requirements of Carriage

1. **Check-in, Deadlines and Conditions:** Counter for registration to confirm travel, check in counter for Domestic flights open **2 hours** before the scheduled time departure and close **30 minutes** before the scheduled time of departure. The check-in counter for International flights opens 3 hours before the scheduled time of departure and closes 1 hour before the scheduled time of departure. In any event, without derogating from the generality of other provisions of these Terms & Conditions governing the right of refusal of carriage, we reserve the right not to allow you to check in:
 - If you fail to have proper identification to identify yourself to our staff.
 - If you fail to have the proper documents (travel documents that are damaged will not be accepted as proper documents), permits, or visas, necessary for travel to a particular place or country.
 - If you have not fully paid any fare or other fees or charges or surcharges due to us.
 - If you have been violent to our staff or caused a disturbance at our counter or have abused our staff whether physically or verbally.
 - If the Government or other authorities prohibit your checking in or boarding the aircraft.
 - If in our judgment, you are not fit to travel due to drunkenness or any obvious adverse medical condition; and/or
 - 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.
2. **Boarding:** You will be guided to the boarding gate by Berjaya Air staff prior to scheduled departure.
3. **No-show:** You must be present at check in on time and be present at the lounge not later than the time specified by us at the time of check in. Failing to check in on time and boarding the aircraft on time, you will not be accepted for travel.

4. **Travel Documents:** You are responsible for obtaining and must possess and have available for presentation as required by the relevant authorities all entry and exit, health and other documents required by law, regulations, order, demands or requirements of the countries flown from, into or over. We reserve the right to refuse carriage to any Passenger who has not complied with, or whose documents do not appear to comply with, such applicable laws, regulations, orders, demands or requirements:
- Domestic Routes:
 - *Malaysian Passenger*
 - ✓ Age under 7 years old present Birth Certificate or Passport
 - ✓ Age older than or equal to 7 years old present Malaysian national id card, Government Official Identification Card or Passport.
 - ✓ Disabled Passengers present Malaysian national id card, Identification card for persons of disabilities or Passport.
 - *Foreign Passenger*
 - ✓ Foreign passengers present passport, Malaysian Permanent Resident Identification Card
 - International Routes:
 - All passengers traveling on international routes present the valid passports. In case of losing passports, can use another identity document issued by the embassy of citizenship such as an emergency passport or Emergency travel certificate.
 - Those traveling to an international is solely responsible for obtaining and checking their passport and other travel documents validity, including visa, if necessary, to comply with the rules and regulations on admitting other nationality individuals entering its territory of a departure country, transit or transfer country and destination country.
 - Remark: The passport of individuals traveling overseas should have a validity of more than 6 months from the traveling date. An exception may be made when entering some certain countries with different regulations. Please check the information from the embassy of the country you will travel to.
5. **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, to your inadmissibility into a country, whether of transit or destination. In such circumstances we will not refund the fare to you.
6. **Passenger Responsible for Fines, Detention Costs, Medical Costs, etc.:** If we are required to pay or deposit any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries flown from, into or over or to produce the required documents, or administering any medical care including paramedic services in cases of emergencies at ports of departure and arrival, you shall on demand reimburse to us any amount so paid or expenditure so incurred or to be paid. We may apply towards such payment or expenditure the value of any carriage unused by you, or any funds due to you in our possession.
7. **Security Inspections:** You shall submit to any security or health checks by Government or airport officials or by us.

Article 4 Refusal and Limitation of Carriage

1. Right to refuse carriage: We may refuse carriage of you or your baggage for reasons of safety or if, in our reasonable discretion, we determine that:
 - Action is necessary for reasons of safety or security.
 - 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.
 - Your conduct, status, age or mental or physical condition or the physical condition of your baggage is such as to cause reasonable fear of harm, to other passengers or to our crew or that that you may pose a hazard or risk to yourself, other persons or to property.
 - You have committed misconduct on a previous flight and there is a reasonable likelihood that such conduct may be repeated.
 - You have not observed or failed to observe, our instructions.
 - You have refused to submit to a security check.
 - The applicable fare or any charges or taxes payable have not been paid.
 - The payment of your fare is fraudulent.
 - You do not have the proper documents for travel.
 - The booking of our seats has been done fraudulently.
 - The credit card by which you paid for the fare has been reported lost or stolen or counterfeit.
 - The Itinerary has been altered by anyone other than us or our authorized agent (in which case we reserve the right to retain such documentation); and/or
 - 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)

2. Young Passengers Travelling Alone (YPTA):
 - Below 12 years: We reserve the right to refuse boarding.
 - Between 12 years to below 16 years: Accepted but not escorted
 - Children below 12 years will not be accepted for carriage unless they are accompanied by a person of at least 18 years of age.

3. Passengers who have a medical need to provide a valid medical certificate with dated no later than 7 days from the date of travel to confirm that the passenger is fit to travel. For passenger safety we reserve the right to refuse to accept passengers with symptoms of infectious or contagious disease within our sole discretion.
 - The Carrier may require that a Passenger with a disability travel with his or her own Assistant if it is essential for safety or that Passenger is unable to assist in his or her evacuation of the aircraft or is unable to understand safety instructions.
 - The Carrier reserves the right to require a medical certificate from medical authorities if travel involves any unusual risk or hazard to the Passenger or to other persons. Passengers with a disability will not be permitted to occupy seats in emergency exit rows or in over-wing emergency exit rows. To comply with health requirements, requirements of state law or security, the airline will provide seating for passengers who need special assistance, as appropriate. And reserves the right to change or move to a new seat on its sole discretion.
 - The Carrier reserves the right to refuse accepting Passengers who must travel on a stretcher on any flight.
 - The Carrier will not refuse to carry passenger wheelchairs or other disability-assistive devices, unless such carriage would be inconsistent with safety or safety requirements. In addition to the regular free baggage allowance, the Carrier will accept such passenger wheelchairs or other disability-assistive devices as priority checked baggage without charge.

4. **Pregnant Passengers:** It is the duty of pregnant passengers to advise us of the progress of her pregnancy and present a prenatal care document at the point of booking of seat and at the check-in counter. Our carriage of pregnant passengers is subject to the following conditions:

Pregnancy Period (calculated based on the expected date of delivery)	Acceptance Conditions
Less than 28 weeks	<ul style="list-style-type: none"> No medical certificate / doctor letter required, and Release and Indemnity Form to be completed
Uncomplicated/normal single pregnancy: 28 weeks until 35 weeks	Medical certificate / doctor letter to include: <ul style="list-style-type: none"> Fit to travel; Number of weeks of pregnancy; Estimated date of delivery; Uncomplicated/normal pregnancy; and The certificate / letter must be dated within 7 days of the first flight.
Uncomplicated/normal single pregnancy: Above 35 weeks	Non acceptance.
Uncomplicated/normal multiple (e.g. twins, triplets, etc) pregnancy: Above 32 weeks	
All stages of Complicated pregnancy	

* At the check-in counter and at the boarding gate, there will be a sign for pregnant passengers to notify the ground staff.

** For pregnant passengers who check-in without indicating they are pregnant, if found by ground staff or cabin crew, they will request the pregnant passenger to show the pregnancy document or if pregnancy 28 weeks above must present a doctor's medical certificate confirming the number of weeks of pregnancy and stating they can fit to travel by plane, and the certificate shall be dated not more than seven (7) days from the scheduled flight departure date.

Article 5 Baggage

- 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:
 - Items which are not properly packed in suitcases or other suitable containers in order to ensure safe carriage with ordinary care and handling.
 - Items which are likely to endanger the aircraft or persons or property on board the aircraft, 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.
 - Items the carriage of which are prohibited by the applicable laws, regulations or orders of any state or country to be flown from, to or over.
 - Items which in our reasonable opinion are unsuitable for carriage by reason of its weight, shape, size or nature.
 - Fragile or perishable items.
 - Live or dead animals.
 - Human or animal remains.
 - Fresh or frozen marine product cannot be carried on baggage or any checked baggage except the cooked food in properly packed and must not be smelly.
 - Firearms and ammunition (Refer to Risk items)
 - 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).

- 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 cabin for any reason whatsoever.
2. **Valuable and Fragile Goods:** Passengers are strongly advised not to check in such items as baggage. If they are checked in as baggage, passengers agree they send for carriage of such items at their own risk. Such items include money, jewelry, 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. The passenger will be required to sign a Limited Release at check-in counter confirmation to consent does not make any claim against the airline.
 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 any other liability to you. In the event that a search or scan causes injury to you or damage to your Baggage, we shall not be liable for such injury or damage unless the same is due to our fault or negligence. We will not be liable for locks damaged due to customs or security inspection at both arrival and departure airports.
 4. **Checked Baggage:** Upon delivery to us of Baggage to be checked, we shall take custody thereof and issue a Baggage Identification Tag for each piece of Checked Baggage. Checked Baggage must have your name or other personal identification affixed securely to it. Checked Baggage will be carried on the same aircraft as you unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight, we will deliver same to you within a reasonable time of arrival of that flight unless applicable law requires you to be present for customs clearance. For health and safety reasons the Carrier will not accept any individual item exceeding 30 kg and with combined dimensions of more than 72cm height, 48cm wide and 29cm depth. This weight limit does not apply to mobility equipment.
 5. **Baggage Info:**

a) **Baggage:**

Type of Baggage	Weight	Max Dimensions
Check-In	15 kg	72cm (H) x 48cm (L) x 29cm (W)
Hand Carry	7 kg	36cm (H) x 56cm (L) x 23cm (W)

b) **Baggage Fee:**

Berjaya Air Baggage Fee		
Weight (KG)	Domestic Route	International Route
PER KG	RM 42.50	RM 52.50

Baby buggies, manual wheelchairs, mobility devices and walking frames are carried free of charge. There is no baggage allowance for infants, although a pram/buggy will be carried free of charge.

6. **HAND CARRY (Unchecked Baggage):** Passengers (except infants) are allowed one (1) item of baggage to be carried on board. The items of baggage may be a combination of any two of the following: a cabin bag or a laptop bag or a handbag. The cabin bag shall not exceed the dimensions of 36cm (H) x 56cm (L) x 23cm (W) and must not weigh more than 7kg. The cabin bag 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 and passengers are advised to check in such items as Checked Baggage at the Airport Check-in counters, failing which, we reserve the right to check in such items as Checked Baggage.

**SECURITY REGULATION ON
HAND LUGGAGE**

FOR INTERNATIONAL BOUND PASSENGERS

You may carry Liquids, Aerosols and Gels (LAGs),
by following these simple steps:



Size: 22 cm x 18 cm

STEP
1

Place all liquid containers in clear plastic bag. (Each liquid container should not exceed 100ml / 100gm / 3.4oz. and maximum capacity in bag is 1 litre).

STEP
2

Present all liquids in the clear plastic bag to security screening check points.

Liquid Items include:

- Hair gel, shoe gel, lotion, oil
- Liquid - solid mixture such as pudding
- Pressurised containers such as shaving foam & deodorant
- Spray
- Perfume
- Water / drink, soup
- Liquid cosmetic
- Toothpaste
- Other items with similar consistency

MALAYSIA AIRPORTS DOES NOT PROVIDE THE CLEAR PLASTIC BAG.

YOU CAN STILL:

1. Pack liquids in your check-in luggage.
2. Carry baby milk, baby food, prescribed medicines with a name that matches the passenger's boarding pass, as well as insulin and other essential non-prescribed medicines.
3. Buy any liquids beyond the security check point including duty free items at shops or in-flight. Items purchased must be packed in sealed / stapled plastic bag and accompanied by proof of purchase upon presenting them at the security check points.

7. **LAG (Liquids, Aerosol, and Gels) For INTERNATIONAL FLIGHTS ONLY:**

Subject to the prevalent applicable local laws and regulations passengers may take liquids on board in his/her hand luggage provided they meet the following restrictions:

- The liquid is in a container with a maximum volume of 100ml.
- That all liquid containers meeting the maximum volume of 100ml each can be fitted comfortably into a transparent, re-sealable 1-liter plastic bag.
- The plastic bag should be presented separately at security. You may be required to dispose of liquids that do not meet the above requirements.

Fruits: Allowed on board as cabin baggage provided the items are properly packed and sealed and not consumed onboard. Please note that durian, jackfruit and fruits with a pungent smell will not be allowed in cabin baggage and checked baggage.

Hypodermic needles Syringes and Auto-injectors: are classified as prohibited items within an aircraft cabin unless the passenger requires for medical reasons/ documented proof must be shown. The material must be professionally packed and labeled otherwise is likely to be removed to check-in baggage.

8. Any Carry-on baggage that weighs more than 7 kilograms or is oversize or overweight will not be allowed in the cabin. Passengers must strictly comply with the terms and conditions of Article 6. If the passenger does not comply with the said terms and conditions, the airline reserves the right to load such baggage as checked baggage and load into the aircraft compartment. Passengers are required to pay fees at the boarding gate based on the excess baggage fees per kilogram.
 - Domestic routes RM42.50 per kilogram
 - International routes RM52.50 per kilogram
9. Dangerous Articles in Baggage: For safety reasons, dangerous articles such as those listed below, must not be carried in passengers' baggage.
 - a) Briefcases and attaché cases with installed alarm devices.
 - b) Compressed gases - (Deeply refrigerated, flammable, non-flammable and poisonous) such as butane, oxygen, and liquid nitrogen, aqualung cylinders and compressed gas cylinders.
 - c) Corrosives - such as acids, alkalis, mercury and wet cell batteries and apparatus containing mercury.
 - d) Explosives - ammunitions, fireworks and flares. Ammunition including blank cartridges, hand guns, fireworks, and pistol cabs.
 - e) Flammable liquids and solids such as lighter refills, lighter fuel, matches, paints, thinners, firelighters that need inverting before ignition.
 - f) Radioactive material
 - g) Oxidizing materials such as bleaching powder and peroxides.
 - h) Poisons and infectious substances such as insecticides, weed-killers and live virus materials.
 - i) Other dangerous articles such as magnetized materials, offensive or irritating materials.
 - j) Etiologic agents (bacteria, viruses etc).
 - k) Apparatus containing mercury must not be carried in baggage.
10. Electronic Smoking Device (E-Cigarettes / Vape):
 - a) Passengers are prohibited from carrying battery-powered portable electronic smoking devices including electronic cigarettes inside their checked-in baggage. However, these devices can be carried inside their cabin baggage.
 - b) For all electronic smoking device with built-in battery, ensure it is switched off and kept in your cabin baggage.
 - c) If you are in possession of any electronic smoking device, the batteries must be removed and to be put in proper storage.
 - d) Passengers are prohibited from re-charging the battery-powered portable electronic smoking devices in aircraft cabins
 - e) Electronic cigarette (e-cigarette) is strictly prohibited for checked-in luggage
11. Personal Transportation Devices/ Lithium Batteries (Rechargeable Battery Pack):
 - a) Passengers are prohibited from carrying personal transportation devices such as hover boards, mini wheels, electric scooters, electric Segways, and electric bicycles, which are categorized as Dangerous Goods.
 - b) Rechargeable battery packs and electronic devices such as laptops and digital camera for personal use or related to medical electronic devices with lithium batteries less than 100 Watthour rating or lithium content of less than 2g are allowed on carry-on baggage however the carrier assumes no liability for such items if were to allowed as checked baggage under limited release.
 - c) Spare lithium batteries must be placed in a separate plastic bag or protective pouch or its terminal insulated by taping over the exposed terminal.

12. Sports Equipment:

- Appropriate size of Surf board/Wind board, bicycle, diving equipment, golf bag is allowed and can only be carried in cargo compartment.

13. Musical Instruments:

- Small items e.g. a guitar, violin, saxophone, these items can be taken on board as hand carry (subject to hand carry limitations on size and weight). If the instrument is expensive or of sentimental value you're advised to purchase Travel Insurance coverage in the event the item is damaged unintentionally.
- Large musical instrument are prohibited. You may store at the airport dedicated storage area

14. **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 one (1) month of the time it was made available to you, we may dispose of it without any liability to you. Only the bearer of the Baggage Identification Tag delivered to the Passenger at the time the Baggage was checked is entitled to delivery of Baggage. If a person claiming the Baggage is unable to produce a Baggage Identification Tag for identification of the Baggage, we will 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.

15. **The object in the discretion of the airline,** such as a pistol which can register for one each. It is not allowed to carry to the cabin, whether the passengers must inform the airline staffs once make a booking and present at the check-in counter of the airline before the scheduled flight departure time one (1) hour. With present the authorization document to carry firearms to staff of the airline. (Domestic Flight)

16. A limit of one firearm and a maximum of 05 kilograms of ammunition are permitted per person. A maximum of 02 firearms are permitted per flight. It is not allowed to carry to the cabin, whether the passengers must inform the airline staff at the check-in counter of the airline with presents the authorization document to carry firearms to staff of the airline. A 100-Ringgit fee per sector will apply for each firearm for firearm transportation fees. The airline reserves the right to passengers who register at the counter by first come first served. (Each firearm must not contain any ammunition and must be empty of any rounds) this service is only supported by domestic flights and not allowed for international flights.

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

Article 6. Conduct aboard Aircraft

1. You may be disembarked and refused onward carriage at any point and may be prosecuted for offences committed on board the aircraft:

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 his/her duties, or fail to comply with any instruction of the crew including 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. If 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.

2. **For safety reasons, we may forbid or limit operation on board the aircraft of electronic equipment**, including, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio-controlled toys and walkie-talkies. But Operation of hearing aids and heart pacemakers is permitted.
3. **Passenger are not allowed to smoke** including electric cigarettes in any areas on the aircraft. Passengers are not allowed to bring outside food or beverage for eating on board aircraft.

Article 7. Liability Limitations

1. **According to Clauses 17 and 18 of the Warsaw Convention, airline companies are liable for any damage that occurs to passengers or his/her belongings during in-flight.** However, airline companies will not be held responsible if the damage results from the passenger's own fault or one of his/her temporary servants such as doctors assisting ill passengers on his/her own initiative (Clause 20).
2. **Notice of Baggage Liability Limitations:** Liability for loss, delay or damage to baggage including any parts of the baggage such as wheels, feet, straps, pull/telescoping handles, hangar hooks, loose flaps, zippers, pockets or other attached items 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.

Article 8. Time Limitation on Claims and Actions

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 found the Damage, and at the latest, within seven (7) day of receipt of the Baggage. If you wish to file a claim or an action due to delay of Checked Baggage, you must notify us within twenty-one (21) days from the date that 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.
2. **Limitation of actions:** Any right to damages shall be elided if an action is not brought against us within two (2) years of the date of arrival at the destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by law of the court where the case is heard.

Article 9. Modification and Waiver

None of our agents, employees or representatives has authority to alter, modify or waive any provisions of these Terms and Conditions.

Article 10. Dangerous Goods

Berjaya Air Provision for Dangerous Goods Carried by Passengers or Crew
[A Part of Subsection 2.3 in IATA Dangerous Goods Regulations 65th Edition]

<i>Dangerous goods must not be carried in or as passengers or crew, checked or carry-on baggage, except as otherwise provided below. Dangerous goods permitted in carry-on baggage are also permitted "on one's person", except where otherwise specified</i>				
The pilot-in-command must be informed of the location				
Permitted in or as <u>carry-on</u> baggage				
Permitted in or as <u>checked</u> baggage				
The approval of the operator is required				
Alcoholic beverages , when in retail packaging, containing more than 24% but not more than 70% alcohol by volume, in receptacles not exceeding 5 L, with a total net quantity per person of 5 L. ** see end of table Note: Alcoholic beverages containing 24% or less alcohol by volume are not subject to any restrictions.	NO	YES	YES	NO
Ammunition, securely packaged (in Div. 1.4S, UN 0012 or UN 0014 only), in quantities not exceeding 5 kg . Gross weight per person for that person's own use. Allowances for more than one person must not be combined into one or more packages. (Only for domestic flight, Ammunition is forbidden for International flight).	YES	YES	NO	NO
Avalanche rescue backpack	FORBIDDEN			
Baggage with installed lithium batteries: non-removable batteries exceeding - 0.3 g lithium metal or 2.7 Wh.	FORBIDDEN			
Baggage with installed lithium batteries: - non-removed batteries. Batteries must contain no more than 0.3 g lithium metal or for lithium ion must not exceed 2.7 Wh; - removable batteries. Batteries must be removed if baggage is to be checked in. Removed batteries must be carried in the cabin, see Batteries, spare/loose for details.	NO	NO	YES	NO
Batteries, spare/loose , including batteries, Non-spillable batteries, nickel- metal hydride batteries and dry batteries for portable electronic devices must be carried in carry-on baggage only. Articles which have the primary purpose as a power source, e.g. power banks are considered as spare batteries and must not exceed 32,000 mAh each, with a maximum of 2 per person. These batteries must be individually protected to prevent short circuit. For lithium metal batteries the lithium metal content must not exceed 2 g. For lithium ion batteries the Watt-hour rating must not exceed 100 Wh. Each person is limited to a maximum of 20 spare batteries. *The operator may approve the carriage of more than 20 batteries. For Non-spillable batteries: must be 12 v or less and 100 Wh or less. Each person is limited to a maximum of 2 spare batteries.	NO*	NO	YES	NO
Camping stoves and fuel containers that have contained a flammable liquid fuel , with empty fuel tank and/or fuel container.	FORBIDDEN			
◇ Camping stoves, gas; without gas container.	NO	YES	YES	NO
Chemical Agent Monitoring Equipment , when carried by staff members of the Organization for the Prohibition of Chemical Weapons on official travel.	FORBIDDEN			
Disabling devices such as mace, pepper spray, etc. containing an irritant or incapacitating substance are forbidden on the person, in checked and carry-on baggage.	FORBIDDEN			
Dry ice (carbon dioxide, solid) , in quantities not exceeding 2.5 kg per person when used to pack perishables not subject to these Regulations in checked or carry-on baggage, provided the baggage (package) permits the release of carbon dioxide gas. Checked baggage must be marked "dry ice" or "carbon dioxide, solid" and with the net weight of dry ice or an indication that there is 2.5 kg or less dry ice.	YES	YES	YES	NO
E-cigarettes (including e-cigs, e-pipes, other personal vaporizers) containing batteries must be individually protected to prevent accidental activation.	NO	NO	YES	NO
Electro shock weapons (e.g. Tasers) containing dangerous goods such as explosives, compressed gases, lithium batteries, etc. are forbidden in carry-on baggage or checked baggage or on the person.	FORBIDDEN			

Berjaya Air Provision for Dangerous Goods Carried by Passengers or Crew
[A Part of Subsection 2.3 in IATA Dangerous Goods Regulations 65th Edition]

(continued-2)

<i>Dangerous goods must not be carried in or as passengers or crew, checked or carry-on baggage, except as otherwise provided below. Dangerous goods permitted in carry-on baggage are also permitted "on one's person", except where otherwise specified.</i>				
The pilot-in-command must be informed of the location				
Permitted in or as carry-on baggage				
Permitted in or as checked baggage				
The approval of the operator is required				
Fuel cells containing fuel, powering portable electronic devices (e.g. cameras, cellular phones, laptop computers and camcorders). The maximum quantity must not exceed; 200 ml. for liquids, 200 g for solids, for liquefied gases; 120 ml for non-metallic fuel cells or fuel cell cartridges, 200 ml for metal fuel cells or fuel cell cartridges, water capacity 120 ml or less for hydrogen in metal hydride.	NO	NO	YES	NO
Fuel cells cartridges, spare for portable electronic devices. No more than 2 spare Fuel cells cartridges in carry- on baggage.	NO	NO	YES	NO
Gas cartridges, small, non-flammable containing carbon dioxide or other suitable gas in Division 2.2. Up to two (2) small cartridges fitted into a self-inflating personal safety device, intended to be worn by a person, such as a life jacket or vest.	FORBIDDEN			
Gas cylinders, non-flammable, non-toxic worn for the operation of mechanical limbs . Also, spare cylinders of a similar size if required to ensure an adequate supply for the duration of the journey.	NO	YES	YES	NO
Hair styling equipment containing a hydrocarbon gas cartridge , up to one (1) per passenger or crew-member, provided that the safety cover is securely fitted over the heating element. This hair styling equipment must not be used on board the aircraft. Spare gas cartridges for such hair styling equipment are not permitted in checked or carry-on baggage.	NO	NO	YES	NO
Insulated packaging's containing refrigerated liquid nitrogen (dry shipper)	FORBIDDEN			
Internal combustion or fuel cell engines	FORBIDDEN			
Lithium Batteries: Portable electronic devices (PED) containing lithium metal or lithium ion cells or batteries , including medical devices such as portable oxygen concentrators (POC) and consumer electronics such as cameras, mobile phones, laptops and tablets, when carried by passengers or crew for personal use. For lithium metal batteries the lithium metal content must not exceed 2 g and for lithium ion batteries the Watt-hour rating must not exceed 100 Wh. Each person is limited to a maximum of 15 PED. <i>*The operator may approve the carriage of more than 15 PED.</i>	NO*	NO	YES	NO
Lithium batteries, spare/loose, including power bank , see Batteries, spare/loose				
Lithium battery-powered electronic devices . Lithium ion batteries for portable (including medical) electronic devices, a Wh rating exceeding 100 Wh but not exceeding 160 Wh. For portable medical electronic devices only, lithium metal batteries with a lithium content exceeding 2 g but not exceeding 8 g.	YES	NO	YES	NO
Lithium batteries, spare/loose with a Watt-hour rating exceeding 100 Wh but not exceeding 160 Wh for consumer electronic devices and PMED or with a lithium metal content exceeding 2 g but not exceeding 8 g for PMED only. Maximum of two spare batteries in carry-on baggage only.	YES	NO	YES	NO
Matches, safety (one small packet) or a small cigarette lighter that does not contain unabsorbed liquid fuel, other than liquefied gas, intended for use by an individual when carried on the person. Lighters should have two independent actions by the user to activate ignition.	NO	ON ONE'S PERSON		NO
Lighter fuel and lighter refills, Strike anywhere matches, Blue flame or Cigar lighters or Lighters powered by lithium battery <i>without a safety cap</i> or means of protection against unintentional activation.	FORBIDDEN			

Berjaya Air Provision for Dangerous Goods Carried by Passengers or Crew
[A Part of Subsection 2.3 in IATA Dangerous Goods Regulations 65th Edition]

(continued-3)

<i>Dangerous goods must not be carried in or as passengers or crew, checked or carry-on baggage, except as otherwise provided below. Dangerous goods permitted in carry-on baggage are also permitted "on one's person", except where otherwise specified.</i>				
The pilot-in-command must be informed of the location				
Permitted in or as <u>carry-on</u> baggage				
Permitted in or as <u>checked</u> baggage				
The approval of the operator is required				
Mobility Aids: Battery-powered wheelchairs or other similar mobility devices with non-spillable wet batteries, nickel-metal hydride batteries or dry batteries. - Non-spillable wet batteries , Permitted <i>one</i> spare battery. - Nickel-metal hydride batteries or dry batteries , Permitted <i>two</i> spare batteries. These batteries must be individually protected to prevent short circuits as checked baggage	YES	YES	NO	YES
Mobility Aids: Battery-powered wheelchairs or other similar mobility devices with lithium ion batteries where the batteries is specifically designed to be removed, the battery must be carried in the cabin and not exceeding 300 Wh or 160 Wh for the mobility aids fitted with two batteries. Permitted one spare battery not exceeding 300 Wh or two spare batteries each not exceeding 160 Wh as carry-on baggage and must be individually protected to prevent short circuits.	YES	NO	YES	YES
Mobility Aids: Battery-powered wheelchairs or other similar mobility devices with spillable batteries	FORBIDDEN			
Non-radioactive medicinal or toiletry articles (including aerosols) such as hair sprays, perfumes, colognes and medicines containing alcohol; and Aerosols for Sporting or Home use with no subsidiary hazard, Non- flammable, non-toxic (Division 2.2) The <u>total</u> net quantity must not exceed 2 kg or 2 L and the net quantity of each single article must not exceed 0.5 kg or 0.5 L. Release valves on aerosols must be protected by a cap or other suitable means to prevent inadvertent release of the contents. ** see end of table	NO	YES	YES	NO
Oxygen or air, gaseous, cylinders required medical use and Liquid oxygen systems	FORBIDDEN			
◇ Portable Oxygen Concentrators (POC): Accepted for onboard use, must be listed in the regulations and/or labeled as <i>FAA approved</i> . A medical certificate is not required. <i>Battery must be removed for checked baggage.</i>	NO	NO	YES	NO
Permeation devices for calibrating air quality	FORBIDDEN			
Radioisotopic cardiac pacemakers or other devices, including those powered by lithium batteries, implanted into a person or fitted externally.	NO	ON ONE'S PERSON		NO
Security-type equipment	FORBIDDEN			
Security-type attaché cases, cash boxes, cash bags, etc. incorporating dangerous goods , such as lithium batteries and/or pyrotechnic material	FORBIDDEN			
Specimens, non-infectious packed with small quantities of flammable liquid comply with wrap in paper towel and cheesecloth moistened with alcohol, place in plastic bag that is heat-sealed, Any free liquid in bag must not exceed 30 ml. or place in vials or other rigid containers with no more than 30ml, place in plastic bag, place inside another plastic bag with absorbent material then heat-sealed, place in strong outer packaging with cushioning material, total quantity of flammable liquid per outer packaging must not exceed 1L, Marked "scientific research specimens, not restricted ".	NO	YES	YES	NO
Thermometer, medical or clinical, which contains mercury, one (1) per person for personal use, when in its protective case.	NO	YES	NO	NO
Thermometer or barometer, mercury filled carried by a representative of a government weather bureau or similar official agency	YES	NO	YES	YES

**** Volume/Quantities of carry-on items must not against the Measures for Liquids, Aerosols and Gels (LAGs)**