

# MANDALA AIRLINES: Terms & Conditions of Carriage

## Definitions

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

- "(Authorized) agent" is a passenger sales agent who has been appointed by us to represent us in the sale of air transportation on our services (sub agent & travel agent)
- "Agreed stopping places" are those places, with the exception of the place of departure and the place of destination, expressly defined as scheduled stopping places on your route in the ticket or published as such in our timetables
- "Air Carrier" (Carrier) is an air carrier other than ourselves, whose airlines code appears on your ticket
- "Airline code" is the code of 2 characters that are designated to the relevant airline.
- "Baggage" means your personal property accompanying you in connection with your trip. Unless otherwise specified, it includes both your Checked and Unchecked Baggage;
- "Baggage Check" means a document issued to Passenger by us as a receipt for Checked Baggage and which relate to the carriage of Checked Baggage and includes the Baggage Identification Tag.
- "Baggage Identification Tag" means a document issued by us solely for identification of Checked Baggage.
- "Check-in deadline" is the time limit specified by us or by an air carrier, by which you must have completed check-in formalities and received your boarding pass.
- "Checked Baggage" means baggage of which we take custody and for which we have issued a Baggage Identification Tag; it is also sometimes referred to as "registered baggage".
- "Conditions of Contract" means those statements contained in or delivered with the Itinerary, identified as such and which incorporate by reference, these Terms & Conditions and notices available at our offices and check-in counters.
- "Damage" includes death, bodily injury to a passenger, delay, loss, partial loss or other damage, arising out of or in connection with carriage or other services incidental thereto performed by us.
- "Itinerary" or "Travel Itinerary" means the document we issue to Passenger that includes the Passenger's name, flight information, booking number, Conditions of Contract and notices.
- 'Force Majeure' are unusual and unforeseeable circumstances beyond our or your control, the consequences of which could not have been avoided even if all due care had been exercised.
- "Passenger," "you", "your" and "yourself" means any person, except members of the crew, carried or to be carried in an aircraft with our consent.
- "Route" means the flight from the airport at the point of origin to the airport at the point of destination.
- "Seat" means a seat in our aircraft.
- "Tariff" means our fares and charges published electronically or on paper.
- "Ticket" means the Itinerary and includes the Electronic Ticket issued by us or on our behalf and including the Conditions of Contract and notices contained in it.
- "Terms & Conditions" means these Terms and Conditions of Carriage.
- "Unchecked Baggage", means any baggage other than Checked Baggage including all items brought by you into the aircraft cabin.
- "We", "our", "ourselves", "us" and "Carrier" means Mandala Airlines
- "Website" means the internet site [www.mandalaair.com](http://www.mandalaair.com) provided by us for the purpose of Passengers making on-line bookings and to access information about us.

## Applicability

### 2.1 General

These Terms & Conditions apply to the carriage by air transportation of Passengers and Baggage performed by us or on our behalf and to any liability we may have in relations to that carriage and transportation. Conditions of carriage apply only on those flights, or flight segments, where the name of our airline or our airline code is indicated in the carrier box of the ticket for that flight or flight segments

### 2.2 Charter flights

If the transportation is performed pursuant to a charter agreement, these terms and conditions of carriage apply only insofar as they are not amended or superseded by the conditions of the charter agreement.

### 2.3 Prevailing Terms & Conditions

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

### 2.4 Language

The language of these Terms & Conditions is English and even though there may be translations of these Terms & Conditions in other languages, English shall be the sole language used in the interpretation of these Terms & Conditions.

## Tickets

### General Provision

- We will provide carriage only to the passenger named in the ticket. You therefore required in producing an appropriate identification at any time.
- Ticket is not transferable
- In case of loss or damage of a ticket bought through us or one of our agents, you could re-print in Mandala's office across Indonesia as long as you submit the booking code or if you pay via internet, you may reprint yourself.
- If after having commenced your journey, you are prevented from traveling by reason of illness (hospitalized only, we may rebook your ticket by showing the hospital/doctor certificate. We will put it into credit shell after deducted for administration fee. List of administration fee is available on our website. It is applicable only if you notify us at minimum of 24 hours in advance If you do not change your ticket in advance and/or do not show up then you lost your ticket.
- In the event of death of a passenger, Mandala will give full refund in cash.

## Fare Rules

### 4.1 General

- Fares apply only to carriage from the airport at the point of origin to the airport at the point of destination. Fares exclude ground transport services between airports and town terminals unless otherwise specifically stated by us. We are strictly a point-to-point carrier and shall not be responsible to you for any connecting flights. We shall not be liable to you for your failure to meet any connecting flights.

### 4.2 Applicable Fares

#### 4.2.1 Domestic flight

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

## MANDALA PRIORITY

Mandala offers priority treatment for its passengers booked on a 'Mandala Priority' ticket. The rate inclusive of the following benefits as follows:

- Priority check-in
- Priority Seat Selection at the front of the aircraft if available
- Complementary Access to Lounge facilities at approved Airports as listed hereunder.
- Complementary Food and Beverage (1 snack and 1 drink) available from Mandala's In-flight Café.
- Baggage Allowance: 25kg

## ULTRA FLEX

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Mandala offers flexibility on the ticket by providing 'Ultra Flex' ticket as follows:

- Rebooking prior to flight departure is permitted with the following conditions:
  - if a lower fare is available, the difference in fares 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 we issue you a new Itinerary and/or booking number.
  - changes on route(s) are not allowed.
- No show, or voluntary cancellation: a penalty of 50% from base fare plus administration fee will be applied. The remaining balance, if any, will be made in the form of Credit Shell which can be used for future booking. The credit shell will be valid for 6 months from the date of cancellation.
- Baggage allowance: 20 kg

## ULTRA SAVER

Mandala offers very competitive fare with the condition as follows:

- Rebooking is permitted with the following conditions:
  - if a lower fare is available, the difference in fares 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 we issue you a new Itinerary and/or booking number.
  - changes on route(s) are not allowed.
  - Rebooking before 24 hours flight departure will be subject to administration fee
  - Rebooking within 24 hours prior to departure will be subject to 100 % of the base fare as a penalty and administration fee will be applied
- No show, or voluntary cancellation: a penalty of 100% from base fare plus additional administration fee will be applied. The remaining balance, if any, will be made in the form of Credit Shell which can be used for future booking. The credit shell will be valid for 6 months from the date of cancellation.
- Baggage allowance: 20 kg

## 4.3 INFANTS

The fees for infants under the age of two (2) years (on the date of travel) but above eight (8) days old are provided for in the fee schedule. An infant may travel provided he sits on an adult's lap. Only one (1) infant is allowed for one (1) adult. No perambulators are allowed on board the aircraft. Fee for infant is IDR 120, 000 inclusive of taxes charges (or flat fee)

## Other charges

### 5.1 Government Taxes, Charges and Insurance Surcharge

Any government taxes, charges or insurance surcharge imposed on air travel by the Government, relevant authority or the airport operator in respect of your use of any of our services or facilities will be in addition to our fares. Administration fees and charges shall be borne by you, unless otherwise specifically stated by us. Such government taxes, charges and insurance surcharge imposed on air travel may change from time to time and can be imposed even after the date that your booking has been confirmed. You shall nevertheless bear such government taxes, charges or insurance surcharge as and when they fall due prior to departure. Please refer to our fee schedule for amounts on taxes, charges and Insurance Surcharge.

### 5.2 Currency

Fares and charges are payable in the currency prescribed with our published fares unless otherwise specifically stated by us.

### 5.3 Accuracy

All fares, flight schedules and routes published are correct at the time of publication. We reserve the right to revise any fares and flight schedules at any time and from time to time without prior notice.

### 5.3 No food on-board

For the comfort of passengers during the flight, we provide menu on-board for selling.

## Booking of Seats

### 6.1 Confirmation of Booking

The booking of a Seat is confirmed after full payment of the fare is made and after we issue you a booking number and/or the Itinerary. Once confirmed, the booking cannot be cancelled. However, it is depends upon the type of ticket that you purchased.

### 6.2 Group Bookings

These are governed by specific terms that vary from time to time. Please contact us for further details.

### 6.3 Seating

There are seats allocations according to the fare chosen. Mandala Priority Passengers enjoy Priority Seat Selection prior to departure. Safety regulations stipulate that passengers with special or additional needs should not be seated at emergency exits or in cross aisles that form part of emergency exit routes. In the event of emergency for operational, safety and security reasons, we have the right to assign or reassign seats.

### 6.4 Name Change

Once a booking number has been issued, name changes are not allowed.

### 6.5 Payment

Fares must be paid in full when a booking is made. In the event that the fare has not been paid in full for any reason whatsoever, the system will automatically cancel the booking prior to check-in and/or to disallow you to board the aircraft.

### 6.6 Personal Data

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

## Check-in and Other Requirements of Carriage

### 7.1 Check-in and boarding

Passengers are required to provide proof of identity in the form of picture ID (KTP/SIM/PASSPORT/KIMS/KITAS etc) has to be identical with the Itinerary and is required at check-in. We may cancel the space reserved for you if you fail to arrive at the boarding gate in time. We will not liable to you for any loss or expense incurred due to failure to comply with check-in deadline. It means that fail to present you for check-in on time or fail to be at the boarding gate on time, we will are not liable to give any.

### 7.2 Check-In, Deadlines and Conditions

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Our check-in counters are open two (2) hours before the scheduled flight departure time. The counters close forty five (45) minutes at Terminal 3 Soekarno Hatta Cengkareng and thirty (30) minutes for other destination before the scheduled flight departure time. In any event, without derogating from the generality of other provisions of these Terms & Conditions governing the right of refusal of carriage, we reserve the right not to allow you to check in without any liability to you and without having to refund to you any fare paid:

- if you attempt to check-in inside forty five (45) minutes or thirty (30) minutes before your scheduled flight departure time;
- if you fail to have proper identification or fail to identify yourself to our staff;
- if you have not fully paid any fare or other fees or charges due to us;
- if you have been violent to our staff or caused disturbance at our counter or have abused our staff whether physically or verbally;
- if the Government or other authorities prohibits 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.

## 7.3 Unavailability of Seat (overbook)

There is a chance a seat may not be available for you on your flight even if your booking is confirmed. In the event of such unavailability of seat, we shall at our option, either:

- carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charge and, where necessary, reschedule your booking
- If you choose to travel at another time, retain the value of your fare in a credit shell account for your future travel provided that you must re-book within six (6) months.

## 7.4 Boarding

You must be at the boarding gate at least 10 minutes before the scheduled flight departure time.

## 7.5 No-show

In the event of no show, the ticket will not be valid and will be subject to the fare type that you purchased.

## 7.6 Security Inspections

You shall submit to any security or health checks by Government or airport officials or by us.

## **Refusal and Limitation of Carriage**

### 8.1 Right to refuse carriage

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

- such 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
  - (i) Require special assistance or
  - (ii) Cause harm, discomfort or make yourself objectionable to other Passengers or our crew or
  - (iii) Involve any hazard or risk to yourself or other persons or to property;
- you have committed misconduct on a previous flight and such conduct may be repeated;
- you have not observed, or are likely to fail 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;

- If the payment by credit card (visa or master card), the name on the credit card must be one of passengers. If you can not show the credit card physically, we have the right to refuse you onboard.
- you do not have the proper documents for travel;
- the booking of our Seat has been done fraudulently or unlawfully or has been purchased from a person not authorized by us;
- the credit card by which you paid for the fare has been reported lost or stolen;
- the Itinerary or booking or Electronic Ticket is counterfeit or fraudulently obtained;
- The Itinerary has been altered by anyone other than us or our authorized agent, or has been mutilated (in which case we reserve the right to retain such documentation); and/or
- The person checking in or boarding cannot prove that he is the person named as the passenger on the Itinerary (we reserve the right to retain such Itinerary in this circumstance).

### 8.2 Special assistance

- Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, person with illness or other people requiring special assistance is subject to prior arrangement with us. We should be informed of your special needs at the time of reservations of your flight. Passengers with disabilities, unaccompanied children, pregnant women or passengers who are ill may be refused to travel if arrangements to carry them have not been made before check-in. Passengers, who have advised us of any special requirements they may have at the time of reservation, and have been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements.
- If you are a passenger with a disability, we may require from you that you travel with an attendant if it is essential for safety or you are unable to assist in your own evacuation from the aircraft or you are unable to understand safety instructions.

### 8.3 Children

- Children under five years of age may only travel if accompanied by an adult. Children under 2 years of age may only travel if they are each accompanied by at least one adult.
- Children aged between five and fewer than twelve may only travel unaccompanied by an adult with our prior agreement.
- All children age under twelve are traveling unaccompanied by an adult must be registered as 'unaccompanied minors'. Their carriage is subject to our relevant regulations, which are available and subject to supplementary fee.

### 8.4 Unaccompanied Child

Children below age 12 will not be accepted for carriage unless they are accompanied by a person of at least 18 years of age. Children over 12 years till 17 years old can be carried without unaccompanied by advising us when buy the ticket for special assistance.

### 8.5 Passengers with reduced mobility/medical condition

For safety reasons MANDALA can carry only a maximum of 4 passengers per flight who have reduced mobility, 2 of whom are reserved for passengers with no limb mobility. Under certain circumstances we may require the passenger to travel with a companion. Passengers with illnesses or a medical condition are required to produce a medical certificate at check-in confirming that they are 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 requiring special assistance and passengers with illnesses are requested to contact our call centre at least 48 hours before the scheduled flight departure date to make a prior arrangement with us for the type of special assistance required. Failure to notify us will result in the service being unavailable upon your arrival at the airport and you being refused carriage. Due to health and safety requirements special need passengers are required to check-in at the airport.

### 8.6 Travel with a companion

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

## 8.7 Pregnant Passengers

It is the duty of pregnant passenger to advise us of the progress of their pregnancy when they do the booking of seat and at the check-in counter. Our carriage of pregnant passengers is subject to the following conditions:

- Pregnancy up to 27 weeks (inclusive): we will accept without a doctor's certificate subject to the passenger signing a Limited Liability Statement.
- Pregnancy between 28 weeks to 34 weeks (inclusive): passenger shall produce a doctor's certificate confirming the number of weeks of pregnancy and that she is fit to travel which certificate shall have validity of not more than seven (7) days from the scheduled flight departure date. The passenger will be required to sign a Limited Liability Statement.
- Pregnancy 36 weeks and above: we will refuse carriage.

## 8.8 Infants less than 7 days-old

We reserve the right not to carry infants less than seven (7) days-old. We may in our absolute discretion decide to carry such infants on our flights when such carriage is expressly sanctioned in writing by a medical practitioner and when the parent of the infant signs a Limited Liability Statement.

## Baggage

### 9.1 Free Baggage allowance

#### 9.1.1 Domestic flight

You may carry with you a certain amount of baggage free of charge subject to our conditions and limitations as follow:

- Mandala Priority 25 kg
- Ultra Flex 20 kg
- Ultra saver 20 kg

### 9.2 Excess baggage

You will be required to pay a charge of Baggage in excess of free baggage allowance. IDR 20,000 per kg will be charged to passenger for their excess baggage for domestic flights.

### 9.3 Special baggage

Any special baggage such as sport equipment (golf bag, surfing board etc) will be charged IDR 50,000 per piece.

### 9.4 Items unacceptable as baggage

You may not include in your baggage the following items:

- Items which are likely to endanger the aircraft, persons or property on board the aircraft, in particular those specified in the 'Dangerous Goods Regulations' of ICAO (International Civil Aviation Organization) and IATA (International Air Transport Association) and in other regulations (further information is available from us upon requests).
- Items, the carriage of which is prohibited by the applicable laws, regulations or other orders of state of departure, or of the state that is being flown to or over.
- Items, which are considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or because of being fragile or perishable, are unsuited for transport as baggage. Information about unacceptable items is available from us upon requests
- Items which are not properly packed in suitcases or other suitable containers in order to ensure safe carriage with ordinary care and handling;
- Live 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 we are satisfied that they have been properly packed. Strictly only Styrofoam and/or cooler boxes that contain dry food/non-perishables are allowed to be checked-in after inspection of contents by relevant authorities. Should

passengers refuse inspection, we have the right to reject admission of luggage;

- 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).
- Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as baggage. Firearms and ammunition for hunting and sporting may be accepted as checked baggage in accordance with our condition, whereby firearms must be unloaded with the safety catch on, as well as suitably packed. Carriage of ammunition is subject to the regulations as specified previously.
- Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage, at our discretion, but will not be permitted in the cabin of the aircraft.
- In the event that any objects as described before are located in your luggage, however we are not liable for the loss or damage of these objects, on the precondition that the loss or damage have not been caused as a consequence of grossly negligent or willful behavior on our part

### 9.4 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, jewellery, precious metals, silverware, electronic devices, computers, cameras, video equipment, negotiable papers, securities or other valuables, passports and other identification documents, title deeds, artifacts, manuscripts and the like.

### 9.5 Right to Search

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

### 9.6 Right to refuse carriage

We reserve the right to refuse carriage of items referred to in article 9.4 and we may refuse further carriage of any such items discover during transportation

### 9.7 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.

### 9.8 Unchecked Baggage (hand bag & cabin bag)

Only one (1) piece of baggage is allowed to be carried on board for Ultra saver and Ultra flex and two (2) pieces of baggage for Mandala Priority that it does not exceed the dimensions of 56 cm X 36 cm X 23 cm and provided that it does not weigh more than 7kg. Such baggage must fit under the seat in front of you or in an enclosed storage compartment in the cabin. Items determined by us to be of excessive weight or size or of an offensive nature will not be permitted on board.

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## 9.8.1 Collection and Delivery of Baggage

You are obliged to take receipt of your luggage as soon as it is made available at the destination airport or stopover location. In the event that you do not collect the luggage within five (5) days either of the arrival of the luggage or of the time which you are advised of its arrival, we are permitted to collect a storage charge (list of fee is available). If Checked Baggage is not claimed within three (3) months of the time it was made available to you, we may dispose of it without any liability to you. Only the bearer of the Baggage Identification Tag delivered to the Passenger at the time the Baggage was checked is entitled to delivery of Baggage. If a person claiming the Baggage is unable to produce a Baggage Identification Tag for identification of the Baggage, we will deliver the Baggage to such person only on condition that he has established to our satisfaction his right thereto, and if required by us, such person shall furnish adequate security to indemnify us for any loss, damage or expense which may be incurred by us as a result of such delivery. Acceptance of Baggage by the bearer of the Baggage Identification Tag without complaint at the time of delivery is prima facie evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage between us.

## Schedules and Cancellations

### 10.1 Schedules

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

### 10.2 Cancellation, and Changes of Schedules

At any time after a booking has been made we may change our schedules and/or cancel, terminate, divert, postpone reschedule or delay any flight where we reasonably consider this to be justified by circumstances beyond our control or for reasons of safety or commercial reasons.

Before we accept your booking, we will notify you of the schedule flight time in effect as of that time, and it will be shown on your ticket. It is possible we may need to change the schedule flight time subsequent to issuance of your ticket. It is mandatory that you provide us with the correct contact information; we will endeavor to notify you of any such changes. If, after you purchase your ticket, we make a significant change to the schedule flight time, which is not acceptable to you and we are unable to book you on an alternative flight, which is acceptable to you, you will be entitled to a refund.

In the event of such flight cancellation, we shall at our option, either:

- carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charge and, where necessary, rebook your flight schedule
- If you choose to travel at another time, retain the value of your fare in a credit shell account for your future travel provided that you must re-book within six (6) months.
- If the flight cancelled by Mandala, the passengers are entitled to get full refund

### 10.3 Cancellation, rerouting, delays etc

#### 10.3.1 In case of cancellation of your flight by Mandala

You will be offered the choices between:

- Reimbursement within 7 (seven) days of your non-used ticket at the full price no deduction
- Re-routing, under comparable transport conditions, to their final destination at the earliest opportunity
- Revalidation, under comparable transport condition at a later date at your personal convenience, subject to availability of seats.

#### 10.3.2 You will not be entitled to any compensation if :

- (1) You are informed of the cancellation at least two weeks before the schedule time of departure or
- (2) You are offered to have rescheduled your flight or full refund

10.3.3 If the cause of the cancellation is beyond the control of the airline, such as political instability, meteorological conditions, security risks, unexpected flight safety shortcomings, technical defect or hazards, strike of air traffic management decisions, then the above provision on payment can not be refunded.

## REFUND

### 11.1 Refunds

We will refund a ticket in the event of flight cancellation caused by Mandala. Passengers will receive their refunds at their original point of purchase. We shall be entitled to make a refund either to the person named in the ticket or to the person who paid for the ticket, upon presentation of satisfactory proof of such payment

### 11.2 Right to refuse refund

We may refuse the refund where application made after 3 (three) months and we will be permitted to transfer to credit shell of the passengers for the next 3 (three) months. After 3 months in credit shell and the passengers never use it; we have the right to refuse the refund.

## Conduct Aboard the Aircraft

12.1 If in our opinion you conduct yourself on board the aircraft so as to endanger the aircraft or any person or property on board, or obstruct or hinder the crew in the performance of their duties, or fail to comply with any instruction of the crew including but not limited to those with respect to smoking, alcohol, use of cellular telephones, or use any threatening, abusive or insulting words towards the crew or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers of the crew, we may take such measures as we deem necessary to prevent continuation of such conduct including restraint. You may be disembarked and refused onward carriage at any point and may be prosecuted for offences committed on board the aircraft.

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

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

12.4 Passengers are not allowed to consume their own food on board. No smoking is permitted on any of our flights.

## Liability Limitations

### Notice of Baggage Liability Limitations

Liability for loss, delay or damage to baggage is limited unless a higher value is declared in advance and additional charges are paid the following rules shall apply:

- Any liability we have for Damage will be reduced by any negligence on your part which causes or contributes to the Damage in accordance with applicable law.
- We will not be liable for Damage to Checked or Unchecked Baggage unless such Damage is caused by our negligence and such Baggage was within our control or custody.

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- Except in the case of an act or omission done with intent to cause Damage or recklessly and with knowledge that Damage would probably result, our liability in the case of Damage to Checked Baggage and Unchecked Baggage shall be limited to amount as provided for in the fee schedule. If the weight of the Baggage is not recorded on the Baggage Identification Tag, it is presumed that the total weight of the Checked Baggage does not exceed the applicable free baggage allowance for the class of carriage concerned. If in the case of Checked Baggage, a higher value is declared in writing pursuant to an excess valuation facility, our liability shall be limited to such higher declared value.
- We will not be liable for any Damage arising from our compliance with applicable laws or Government rules and regulations or from your failure to comply with the same.
- Except where other specific provision is made in these Terms & Conditions, we shall be liable to you only for recoverable compensatory damages for proven losses and costs in accordance with applicable law.
- We are not liable for any Damage caused by your Baggage. You shall be responsible for any Damage caused by your Baggage to other persons or property, include our property.
- We shall have no liability whatsoever for Damage to articles or items not permitted to be contained in Checked and Unchecked Baggage including but not limited to fragile or perishable items, items having a special value, such as money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, title deeds or samples.
- We are not responsible for any illness, or disability, including death, attributable to your physical condition or for the aggravation of such condition.
- The contract of carriage including these Terms & Conditions and exclusions or limits of liability, applies to our authorized agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such authorized agents, servants, employees and representatives shall not exceed the amount of our own liability if any. Mandala will pay IDR 20,000 per kg for the compensation of the lost baggage. If the passenger does not want to receive the compensation in form of money and asking for the ticket. It should be approved by CEO
- In the event of short shipped bags, we will be responsible for getting the bag to the passengers within 72 hours.

## Amendments and waiver

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None of our authorized agents, employees or authorized representative is entitled to supplement or amend these Terms and Conditions of Carriage or to waive their application.

## Time Limitation on Claims and Actions

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### 14.1 Notice of Claims

Acceptance of Baggage by the bearer of the Baggage Identification Tag without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise. If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage, and at the latest, within seven (7) days of receipt of the Baggage. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty-one (21) days from the date the Baggage has been placed at your disposal. Every such notification must be in writing and posted or delivered to us within the above periods.

### 14.2 Limitation of actions

Any right to damages shall be extinguished if an action is not brought against us within two (6) month 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.

## Interpretation

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The title of each article is for convenience only, and is not to be used for interpretation of the text.