

# Golden Myanmar Airlines

## Terms and Conditions of Carriage

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A large, light gray watermark of the Golden Myanmar Airlines logo is centered on the page. The logo features a stylized bird in flight within a circular emblem, with the letters 'GMA' printed in a large, bold, sans-serif font below it.

# Golden Myanmar Airlines' Terms And Conditions of Carriage

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## Article 1: Definitions

### 1.1 Meanings

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

- **"Accompanying Passenger"** means a paying passenger of at least 15 years of age, who, in our reasonable opinion, can travel independently and is able to and will provide the appropriate assistance, supervision, or both as is required for the particular customer they are accompanying.
- **"Airline Designator Code"** means the two characters or three letters which identify particular air carriers. Golden Myanmar Airlines' code is Y5 or GMR. Y5, GMA and GMR represents Golden Myanmar Airlines in this document herein.
- **"Authorized Agent"** means a passenger sales agent who has been appointed by Golden Myanmar Airlines.
- **"Baggage"** or **"baggage"** means your personal property accompanying you in connection with your trip. Unless otherwise specified, it includes both your Checked and Cabin 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.
- **"Cabin Baggage"** (sometimes referred to as carry-on or unchecked baggage) means any of your Baggage other than Checked Baggage. You will take your Cabin Baggage into the cabin of the aircraft with you.
- **"Carrier"** means an air carrier.
- **"Check-In Deadline"** means the time limit specified by the airline by which you must have completed check-in 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.
- **"Connecting Time"** means a time between the arrival of one flight to the departure of another flight for flights which shall not be less than ninety (90) minutes and not more than six (6) hours apart. We reserve the right to revise the Connecting Time without prior advise due to airport restrictions imposed upon us by the airport operator and/or operational requirements.
- **"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.
- **"Domestic Flight"** or **"Domestic Flights"** mean carriage wholly within Myanmar.
- **"Flight Coupon"** means that portion of the Ticket that bears the notation "good for passage" or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.
- **"Guests"**, **"passenger"**, **"you"**, **"your"** and **"yourself"** means any person, except members of the crew, carried or to be carried in an aircraft with our consent.
- **"International Flight"** or **"International Flights"** mean carriage between two countries.
- **"Itinerary"** or **"Itinerary Receipt"** means the document we or our Authorised Agents issue to Passenger that includes the Passenger's name, flight information, booking number, Conditions of Contract and notices.
- **"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.

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- **"Ticket"** means the Itinerary and Itinerary Receipt 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 Golden Myanmar Airlines.
- **"Website"** means the internet site [www.gmairlines.com](http://www.gmairlines.com) provided by us for the purpose of Passengers making online bookings and to access information about us.

## 1.2 Captions

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

## Article 2: Applicability

### 2.1 General

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

### 2.2 Terms & Conditions Prevail

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

### 2.3 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.

## Article 3: Travel Necessities

### 3.1 Preparing to travel

You alone are responsible for making all necessary arrangements for your travel and ensuring that you comply with all laws, regulations and orders of the places you will travel to, such as:

- Finding out from relevant consulates whether you need a passport, visa or other travel document, health document or evidence of onward travel,
- Obtaining those documents,
- Obtaining inoculations, and
- Finding out about dangers to your health and safety at your destination.

If we provide assistance for any of the above aspects of your travel, this does not release you of your responsibility in respect of these matters.

### 3.2 Destination - Passenger enquiries

As you are travelling internationally, you should enquire about any local issues and conditions at your destination(s) prior to commencing travel. We make no representations as to the safety, conditions or other issues that may exist at any destination.

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## 3.3 Refusal of entry

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

## 3.4 Passenger Responsible for Fines, Detention Costs, etc.

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

## 3.4 Health

(a) We may refuse to carry you if we are not completely satisfied that it is safe for you to fly. Before you make a reservation you should tell us if you suffer from any illness, disease or other condition which may make it unsafe for you or other Passengers if you fly. You must inform us if you:

- suffer from any disease which is or you believe may be actively contagious and communicable,
- have, because of a disease or any incapacitation, any unusual behaviour or physical condition, which could have an adverse effect on the welfare and comfort of other Passengers or crew members,
- could pose a potential hazard to the safety of the flight or its punctuality (eg if there is a possibility that the flight might need to be diverted or require an unscheduled landing because of your condition), or
- would require medical attention and/or special equipment to maintain your health during the flight.

We cannot provide any advice on your fitness to fly. If you propose to travel with a known, pre-existing medical condition, you should do so only on the written advice of your own medical doctor or health professional.

(b) Deep vein thrombosis (DVT)

Some studies have concluded that prolonged immobility may be a risk factor in the formation of blood clots in the legs (DVT - Deep Vein Thrombosis). If you feel you may be at risk from DVT or other health problems GMA recommends you consult with your doctor before travel.

(c) Pregnancy

If you are pregnant:

- If there are no complications of which you are aware we will carry you on our services up to 27 weeks pregnant without a Doctors Certificate.
- Between 28 to 35 weeks of pregnancy, we will carry you subject to a Doctors certificate.
- Pregnancy 36 weeks and above we will refuse carriage.

We do not represent that travel is safe for you at any particular point during your pregnancy. You must seek advice from your own medical practitioner. The periods referred to are only our minimum requirements.

## 3.5 Personal Data

You hereby acknowledge and agree that your personal data (including health information where necessary) 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.

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## Article 4: Bookings

### 4.1 Booking

A Booking for a flight is made when recorded as accepted and confirmed by GMA or an Authorised Agent. If you ask, we or our Authorised Agent will give you written confirmation of your Booking. However, you may not board that flight without having paid the relevant fare and obtaining a boarding pass by checking-in and presenting your passport and other necessary travel documentation.

### 4.2 Booking not transferable

A Booking is not transferable to another person except in accordance with the passenger name change provisions in [Article 7.5](#) below. You must not otherwise give or sell your Booking to anyone else to use. A Booking is not transferable to another person. If someone else presents themselves to travel on your Booking and we discover that that person is not you, we will refuse to carry that person.

The name(s) of the Booked Passenger(s) must match the name(s) in Passport(s).

### 4.3 No open Bookings

Unless the fare rules provide otherwise, you cannot hold an open Booking. Your Booking must be for travel on a specific flight.

## Article 5: Itinerary

### 5.1 Prima Facie evidence of contract

The Itinerary is prima facie evidence of the contract for carriage between a Passenger and us. Carriage of a Passenger is subject entirely to the Conditions of Contract, and any authorized direction given by or on behalf of Carrier to the said Passenger. The Itinerary, these Terms and Conditions and our conditions of contract (including applicable Tariffs) together constitute the terms and conditions of carriage between us and the said Passenger.

### 5.2 Validity

The Booking Confirmation is only valid for the Passenger(s) named and the flight(s) specified therein subject to any subsequent changes in accordance with [Article 7.3](#) below.

### 5.3 Identity

We will provide carriage only to the Passenger named in the Booking Confirmation. You will be required to produce appropriate identification at check-in. Please refer to Article 8 for more details.

## Article 6: Fares

### 6.1 General

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

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## 6.2 Infants

An infant between one month (30 days) old to under the age of two years (24 months) old (on the date of travel) may fly at the prevailing administration fee per Sector provided he sits on an adult's lap. Only one (1) infant is allowed for one (1) adult. No perambulators are 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 we may not be able to accommodate your request to carry infants with you. A child over the age of two (2) will require their own Booking Confirmation and separate Seat like any other Passenger. Newborn babies less than one month (30 days) old will not be accepted for carriage.

## 6.3 Taxes and insurance charges

Any tax, fee or charge imposed by a government or other authority or by the operator of an airport in respect of your use of any services or facilities will be in addition to our fares, administration fees and charges and shall be borne by you, unless otherwise specifically stated by us. Such taxes, fees and charges imposed on air travel may change from time to time and can be imposed even after the date that your booking has been confirmed. You shall nevertheless bear such tax, fee or charge as and when they fall due prior to departure unless otherwise stated.

## 6.4 Paying for your Booking

You or someone on your behalf must pay for your Booking at the time of booking or within a limited period set by Golden Myanmar Airlines, which means that payment must be made for: The applicable fare, and Any other applicable administration fees, service charges or taxes, and other charges unless specifically advised by us.

Since GMA allows online purchase for your relatives and friends, you may simply email to them the Itinerary Receipt. We do not require the cardholder to be part of the travelling party. However, we require that you provide them with a photocopy of the front portion of your credit card, a photocopy of your ID or passport for identification purposes and a thoroughly filled Indemnity Form with your signature. The Indemnity Form can be downloaded from [www.gmailines.com/en/downloads/Indemnity\\_form.pdf](http://www.gmailines.com/en/downloads/Indemnity_form.pdf).

## 6.5 Currency

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

## 6.6 Accuracy

All fares, flight schedules, routes published, pre-booked products and services 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.

## 6.7 Applicable fares

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

## 6.8 Administration fee

We reserve the right to charge a reasonable administration fee for ancillary services which are not included in the Booking Confirmation.

## Article 7: Booking of seats

### 7.1 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 and payments made are not refundable.

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## 7.2 Group Bookings

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

## 7.3 Booking Change

Once a booking number has been issued, flight changes are subject to the following terms: Inside of forty eight (48) hours prior to the scheduled flight departure time, no changes are allowed, The charges for flight change outside of forty eight (48) hours prior to the scheduled flight departure time can be obtained from us or our authorized agents, subject to the following conditions:

- a) If a lower fare is available, the difference in fares will not be refunded to the passenger.
- b) If the new flight booked is in a higher fare class than that of the cancelled booked flight, the difference in fares between the original total fare and the new total fare shall be paid by the passenger per sector per guest before the cancellation or change can be made.
- c) In cases where Article 7.3 (b) applies, the passengers are still liable to pay the date change fees which vary from sector to sector.
- d) The change is not confirmed until we issue you a new Itinerary and/or booking number.
- e) Changes on route(s) are not allowed.

## 7.4 Promotional Fares

[Article 7.3](#) regarding Flight Change rules and [Article 7.5](#) regarding Name Change do not apply to certain selected promotional fares.

## 7.5 Name Change

Once the Itinerary is issued, you are not allowed to substitute the passenger named in the confirmed booking with another passenger's name.

## 7.6 Full 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, we reserve the right to cancel the booking prior to check-in and/or to disallow you to board the aircraft.

## 7.7 Seating

We do not guarantee to provide any particular seat in the aircraft and you agree to accept any seat that may be allotted or is otherwise made available on the flight. You will be allocated a seat upon check-in. We reserve the right to re-assign seats at any time, including after boarding of the aircraft. This may be necessary for operational, safety, health, government regulatory or security reasons.

### 7.7.1 Advance seat request (ASR)

Subject to availability you may pay a fee for an advance seat request (ASR) prior to the twenty four (24) hours scheduled time of departure. Where an ASR is purchased, we reserve our right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons. We do not guarantee any specific seat reassignments, whether for an aisle, window, exit row, or other type of seat. We will, however, make reasonable efforts to honour paid seat assignments.

**7.7.2** If at any time after successfully purchasing an ASR and our schedules are changed, terminated, delayed or merged due to circumstances which we reasonably consider to be beyond our control or for commercial reasons or reasons of safety, we shall at our option, either:

- carry you on the same ASR on the next available flight; or
- carry you on an ASR of equivalent value on the next available flight; or

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- carry you on any randomly assigned seat on the next available flight whereby we will then refund you the ASR payment.

The options outlined in this Article 7.7.2 are the sole and exclusive remedies available to you and we shall have no further liability to you.

## 7.8.1 In-flight products

The provision of in-flight products, services or advertised programmes is subject to availability. In-flight products or services are non-refundable and non-transferable once purchased. We do not accept any bookings or changes to in-flight products or services within 48 hours from the scheduled flight departure time. We reserve the right, without prior notice, to amend/change the prices or substitute any component for in-flight products or services. The boarding pass is proof of purchase of your pre-booked in-flight products or services and must be presented to the cabin crew onboard to redeem the pre-booked in-flight products or services. All prices and/or savings quoted for your in-flight pre-booked products or services are correct at the time of booking.

## 7.8.2 Meals

Meal selections are subject to variation from time to time. Food may contain nuts, dairy and/or gluten. We do not accept any bookings or changes to your meal selections within 48 hours from the scheduled flight departure time. We reserves the right, without prior notice, to amend/change the prices for pre-booked meals, substitute any component of the pre-booked meal with an item of similar value subject to availability and/or aircraft suitability. The boarding pass is proof of purchase of your pre-booked meal and must be presented to the cabin crew onboard to redeem your pre-booked meal. All prices and/or savings quoted from your pre-booked meals are correct at the time of booking.

## Article 8: Check-in and Other Requirements of Carriage

### 8.1 Check-in, deadlines and conditions

You must arrive at the airport sufficiently in advance of the scheduled flight departure time to permit completion of government formalities and check-in procedures. Our airport check-in counters are open 2 (two) hours and 30 (thirty) minutes before the scheduled flight departure time. Check-in deadlines may vary at different airports and for particular flights. It is your responsibility to ensure that you comply with these deadlines particulars of which will be available at the time you make your booking. In any event we reserve the right not to accept you for travel if you arrive at our airport check-in counter less than 45 minutes before the scheduled departure time of your flight. Without derogating from the generality of other provisions of these Terms & Conditions governing the right of refusal of carriage, we reserve the right not to allow you to check-in without any liability to you and without having to refund to you any fare paid:

- If you attempt to check in at the airport after closure of the airport check-in counters.
- If you fail to have proper identification or fail to identify yourself to our staff.
- If you fail to have the proper documents, permits, visa, necessary for travel to a particular place or country.
- 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 (unless you could not have reasonably have known of the reason).
- If in our judgment, you are not fit to travel due to drunkenness or any obvious adverse medical condition.
- 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.

### 8.2.1 Requirements for airport check-in

On check-in you are required to present certain information relating to your flight and identity. This must include the Booking Confirmation for the flight and acceptable forms of identification. For Domestic Flights this needs to be valid

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photo identification and for International Flights it needs to be a valid passport with the required validity period. For infants not requiring their own seat, proof of age (under 2 (two) years) may be required, such as birth certificate. Fees may apply for check-in at the airport.

## **8.2.2 Requirements for web check-in with no checked baggage**

We offer a web check-in facility on our website. The facility is subject to specific requirements and restrictions to changes after checking in which may be viewed on our website under Web Check-in.

## **8.3.1 Boarding**

You should be at the boarding gate at least thirty (30) minutes prior to scheduled departure. Boarding closes twenty (20) minutes prior to departure. If you arrive later than this at the boarding gate you will not be accepted for travel. Passengers who have purchased a Hot Seat under our ASR service will be given priority queuing from the general boarding which will allow them to proceed to the aircraft first. Once general boarding has commenced, passengers who have purchased our Hot Seat shall join the general boarding queue.

## **8.4 No-show**

You must be present at check in on time and be present at the boarding gate not later than the time specified by us at the time of check in. Failing to check in on time and boarding the aircraft by the time the aircraft departs, the fare you paid will not be refunded to you for any reason whatsoever.

## **8.5 Compliance**

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

## **8.6 Travel documents**

You are solely responsible for obtaining and must possess and have available for presentation as required by the relevant authorities all entry and exit, health and other documents required by law, regulations, order, demands or requirements of the countries flown from, into or over. We reserve the right to refuse carriage to any Passenger who has not complied with, or whose documents do not appear to comply with, such applicable laws, regulations, orders, demands or requirements.

## **8.7 Security inspections**

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

## **Article 9: Flight Combinations**

**9.1** The Carrier may offer two or more flight Sectors for sale in the same reservation from specific destinations, which may change from time to time.

**9.2** All Passengers travelling on a Journey of more than one Sector as per Article 9.1 must clear customs and immigration, where applicable, and have reclaimed any Checked Baggage before checking in for their onward flight. A minimum of three hours must be allowed in order to complete such arrival and check-in formalities. Passengers are not allowed a stopover of more than 24 hours.

**9.3** All Passengers are solely responsible for their own travel documentation, including applicable visas for entry into the intermediate country in accordance with [Article 8.6](#) above.

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**9.4** Subject to the provisions of these Terms and Conditions and any applicable laws, the Carrier shall not be liable in any way whatsoever for any loss incurred by a Passenger as a result of a change to the schedule resulting in the Passenger not being able to complete their Journey. Best efforts will be made to offer a seat on the next available flight for the affected Sector.

## Article 10: Use of our Website and Online Facilities

**10.1.1** The Online Booking Facility available at [www.gmairlines.com](http://www.gmairlines.com) is owned and operated by Golden Myanmar Airlines Public Company Limited. The booking facility is offered to you, the customer, on condition that you accept without variation the Conditions of Use herein. When you use the booking facility to make a reservation, you signify your agreement to these Conditions of Use and other terms, conditions and notices. If this is not your intention and you disagree with these Conditions of Use, do NOT use the booking facility. You should get a print-out of these Conditions of Use for your records.

**10.1.2** The information contained in the booking facility may change without notice. GMA does not warrant nor represent the accuracy or completeness of the booking facility or any of the data or information contained in the booking facility.

### 10.2 Personal and non-commercial use limitation

The booking facility is for your personal and non-commercial use. You may not copy, modify, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, or sell any information, software, products or services obtained from the booking facility.

### 10.3 Use of the GMA online booking facility

**10.3.1** The Online booking facility is solely to assist you in determining the availability of travel-related goods and services to make legitimate reservations or purchases for yourself and those travelling with you. Abuse of the facility may result in, amongst other things, you being denied access to it.

**10.3.2** Other terms and conditions will apply to your reservation and purchase of travel-related goods and services. You will abide by the applicable terms or conditions of purchase, including payment of all amounts when due and compliance with all rules and restrictions regarding availability of fares, products, or services. You are responsible for all charges, fees, duties, taxes, and assessments arising out of the use of the booking facility.

**10.3.3** You will use the Online booking facility to make legitimate reservations only.

### 10.4 Suggestions, comments and feedback

If you respond to a GMA published document with information including feedback data, such as questions, comments, suggestions, or the like regarding the content of any such GMA document, such information will be deemed to be non-confidential and GMA will have no obligation whatsoever with respect to such information and may reproduce, use, disclose and distribute the information to others without limitation.

### 10.5 Links to other sites

**10.5.1** The website, [www.gmairlines.com](http://www.gmairlines.com), may contain links to other websites which are not maintained by GMA. Similarly, other websites may contain links to this website. GMA is not responsible for the contents of those websites and will not be liable for any loss, damages or injury arising from the contents of those websites. Any links to other websites are provided as convenience to you as a use of this website, and does not imply the endorsement of GMA of the linked websites or association with their operators. GMA disclaims all responsibility and liability for the use of linked websites which you access and use at your own risk.

**10.5.2** Any third party that wishes to establish links to this website should notify GMA for their intention prior to doing so. GMA may deny permission for any such links to this website. If however, GMA gives its permission for any such links, GMA is not under any obligation to establish reciprocal links with the third party.

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## 10.6 No Unlawful or Prohibited Use

10.6.1 You will not use this website for any purpose that is unlawful or prohibited by these Conditions of Use. You will not use the [www.gmairlines.com](http://www.gmairlines.com) online booking facility to make any speculative, false, or fraudulent reservation.

10.6.2 You may not:

- (a) Resell the service of the [www.gmairlines.com](http://www.gmairlines.com) Online booking facility; or
- (b) Use the booking facility for any activity which breaches any law; or
- (c) Use the booking facility in a way which interferes with its availability for other users; or
- (d) Use other means to transact or obtain information if you are unable to use the booking facility.

10.6.3 If GMA (in its sole discretion) believes that you are in breach, or will be in breach, of any of these Conditions of Use, GMA reserves the right to cancel your booking without giving you a reason and/or without further reference to you.

## 10.7 Restrictions of Use

GMA and its licensors retain all rights (including trademark, copyright and patent rights) with respect to all software and underlying information and material available through the [www.gmairlines.com](http://www.gmairlines.com) online booking facility. You must not download or otherwise export or re-export any software or underlying information or material available through the website except with the written permission of GMA and in full compliance with all Myanmar and other applicable laws and regulations. In particular, but without limitation, you must not download or otherwise export or re-export any software or underlying information or material available through the [www.gmairlines.com](http://www.gmairlines.com) online booking facility in accordance with the written instructions of GMA.

## 10.8 Age And Responsibility

You represent that you are of legal age to use the booking facility in accordance with these Conditions of Use and to create binding legal obligations for any liability you may incur as a result of the use this website. You are financially for use of this website by yourself. You will supervise all usage of the booking facility under your name or account. You warrant that all information supplied by you and members of your household in using the booking facility are true and accurate.

## 10.9 No Representation

GMA does not warrant or represent that your access to the website and the online booking facility will be uninterrupted or error-free or that any information, data, content, software or other material accessible through the website will be free of bugs, viruses, worms, Trojan horses or other harmful components.

## Article 11: Baggage

### 11.1 Items Unacceptable as Baggage or to be carried inside Baggage

We reserve the right to refuse carriage of such baggage or such items found in baggage as follows:

- 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 their weight, shape, size or character;
- Fragile or perishable items;

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- 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;
- Firearms and ammunition;
- Explosives, flammable or non-inflammable 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 for any reason whatsoever.

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

## 11.3 Right to Search

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

## 11.4 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.

**11.5** A baggage fee is charged for the carriage of Checked Baggage (A sport equipment fees also entitled as following terms) , which will be charged at a discounted rate if purchased at time of booking or up to 48 hours prior to the scheduled time of departure or at a full rate at the Airport Check-in counters. A minimum of 15kg of Checked Baggage may be purchased at first instance and then in increments of 5kg. Any passenger checking in baggage which exceeds 15kgs or the amount purchased at time of booking will be charged on a per kg basis at the Airport Check-in counters. Please refer to our fee schedule for details on all rates. The fee is non-refundable and non-transferable. Baby buggies, manual wheelchairs, mobility devices and walking frames are carried free of charge for the passenger. There is no baggage allowance for infants, although a pram/buggy will be carried free of charge.

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Passengers may not use the unused Checked Baggage of other passengers unless travelling on the same Itinerary. Passenger booked in the same itinerary and does not travel, may not transfer their unused Checked Baggage weight to the other passenger(s) in the same Itinerary. For health and safety reasons the Carrier will not accept any individual item exceeding 32 kg and with combined dimensions of more than 81cm height, 119cm wide and 119cm depth. This weight limit does not apply to mobility equipment.

Sporting equipment may be carried in the hold of the aircraft upon payment of the fee set out in the fee schedule and at your own risk. You are therefore, advised to purchase the necessary insurance for such items. Musical instrument which exceed our cabin baggage dimensions provided it is within 75kg may be carried in the cabin if a seat for it has been purchased and the appropriate fare paid. There is no baggage allowance associated with the purchase of an extra seat

## 11.6 Unchecked 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 10kg. 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. Subject to the prevalent applicable local laws and regulations passengers may take liquids on board in their 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 litre plastic bag
- The plastic bag should be presented separately at security. You may be required to dispose of liquids which do not meet the above requirements.

## 11.7 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.

## Article 12: SCHEDULES, LATE OR CANCELLED FLIGHTS

### 12.1 Schedules

(a) GMA does not guarantee it will be able to carry you and your Baggage in accordance with the scheduled date and time of the flights specified. Schedules may change without notice for a range of reasons including but not limited to bad weather, air traffic control delays, strikes, technical disruptions and late inbound aircraft. Flight times do not form part of your contract of carriage with us.

(b) Before we accept your Booking, we, or our Authorised Agents, will tell you the scheduled departure time of your flight and it will be shown on your Itinerary and Receipt. We may need to change the scheduled departure time of your flight after your Itinerary and Receipt has been issued. If you give us or our Authorised Agents contact information, we or they will try to let you know about any changes.

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## 12.2 Cancellation, Changes of Schedules

At any time after a booking has been made we may change our schedules and/or cancel, terminate, divert, postpone reschedule or delay any flight where we reasonably consider this to be justified by circumstances beyond our control or for reasons of safety or commercial reasons. In the event of such flight cancellation, 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, extend the validity of your booking; or
- Should you choose to travel at another time, retain the value of your fare in a credit account for your future travel provided that you must re-book within three (3) months there from.

## 12.3 Late or cancelled flights (due to uncontrollable circumstances)

Where an uncontrollable circumstance is responsible for the delayed or cancelled flight, whether you have checked in or not, GMA will try to assist you to get to your destination, but will not be responsible for paying any costs or expenses you may incur as a result of the delay or cancellation, unless otherwise required by law. Uncontrollable circumstances include but are not limited to weather conditions at point of origin or en-route or other ports, industrial action caused by staff not directly employed by GMA, air traffic control requirements/restrictions, or closure of runways.

## 12.4 No flight connections provided

Unless you have been advised otherwise by GMA, you must collect your Checked Baggage after each individual flight. It is the Passenger's responsibility when making Bookings to allow time for Baggage collection and recheck. GMA will try to carry you and your Baggage in accordance with the date and time of the flights specified, it does not guarantee it will be able to do so. Schedules may change without notice for a range of reasons including but not limited to bad weather, air traffic control delays, strikes, technical disruptions and late inbound aircraft. To the fullest extent permitted by law, GMA excludes liability for any costs, expenses, losses or damages incurred by the Passenger as a result of failure to meet a schedule, including without limitation any missed connecting flights or other travel arrangements.

## 12.5 Sole Remedies

Upon the occurrence of any of the events set out in Article 12.1, the options outlined in Article 12.2, are the sole and exclusive remedies available to you and we shall have no further liability to you.

## Article 13: Conducts Aboard Aircraft

### 13.1 Obey directions

To maximise passenger comfort, safety and security, you must comply with the following requirements and all other directions of any crew member on your GMA flight, when on board:

- stow Cabin Baggage under the seat in front of you or in the overhead lockers,
- take care when you open overhead lockers, since Cabin Baggage may move during flight,
- keep your seatbelt fastened when seated,
- remain seated with your seatbelt securely fastened during turbulence,
- stay seated as directed, in particular while the aircraft is moving on the tarmac,
- do not operate any electronic devices including cellular telephones, laptop computers, recorders, radios, CD players, electronic games, laser products or transmitting devices, walkie-talkies, remote or radio controlled toys that could interfere with the flight. If you fail to comply with our requests in this regard, we may retain the device until the end of the flight. Hearing aids and heart pacemakers are permitted.
- do not smoke (see 13.4),
- if you drink alcohol, drink only in moderation and only alcohol served on your GMA flight as part of its in-flight bar service,
- use infant restraints as directed, and
- do not behave in a manner to which other Passengers may reasonably object.

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## 13.2 Control of Passengers

We will take all reasonable steps to maintain the comfort, safety and security of all Passengers. If necessary, we may restrain you or remove you from any flight anywhere, for example if you:

- conduct yourself so as to endanger the safety of the aircraft or any person or property on board,
- obstruct, or fail to comply with any direction of, any crew member,
- behave in a manner to which other Passengers may reasonably object,
- interfere with a crew member who is performing his or her duties aboard an aircraft,
- tamper or interfere with the aircraft or its equipment,
- if we offload you, you may be refused further carriage on GMA and may be prosecuted for offences committed on board the aircraft.

## 13.3 Diversion costs caused by unacceptable behaviour

If as a result of your behaviour we divert the aircraft to an unscheduled destination and make you leave the aircraft, you must pay us the reasonable and proper costs of the diversion.

## 13.4 Smoking prohibited

Smoking is not permitted on any GMA aircraft.

## Article 14: Refusal and limitation of carriage

### 14.1 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:
- require special assistance; or
- cause harm, discomfort or make yourself objectionable to other Passengers or our crew; or
- 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; or credit arrangements agreed between us and you (or the person paying the fare) have not been adhered to.
- The payment of your fare is fraudulent.
- You do not have the proper documents for travel.
- The booking of your Seat has been done fraudulently or unlawfully or has been purchased from a person not authorised by us.
- The credit card by which you paid for the fare has been reported lost or stolen.
- The Booking Confirmation is counterfeit or fraudulently obtained.
- The Booking Confirmation 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).
- The person checking in or boarding cannot prove that he is the person named as the Passenger on the Booking Confirmation (we reserve the right to retain such Booking Confirmation in this circumstance).

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## 14.2 Unaccompanied Child

Subject to the following, Children below 12 years of age will not be accepted for carriage unless they are accompanied by a passenger 15 years of age or above, or a parent or legal guardian, who will take full responsibility for the Child. However, Young Persons 12 to 14 years of age (inclusive) may be accepted for carriage unaccompanied on request from his/her parent or legal guardian. The respective parent or legal guardian must remain at the airport until the departure of the flight. Persons 15 years of age and above may travel unaccompanied. Prevailing laws of each country may differ in respect of the carriage of unaccompanied Children and Young Persons.

## 14.3 Special assistance

We are not able to provide supervision for those Passengers who cannot travel alone but we are able to provide limited assistance when requested. Such assistance as we are able to provide is set out in our Special Services. Please contact the Golden Myanmar Airlines call centre for more information.

## 14.4 Reduced mobility passengers

For safety reasons GMA can carry only a maximum of 2 (two) Passengers per flight who have reduced mobility and require special assistance at the airport or on board. Please refer to our call centre personnel for more details. We must be notified of the condition/requirements at least 5 (five) days before the scheduled departure via the GMA call centre. Failure to notify us in advance will result in the service being unavailable on your arrival at the airport and you being refused carriage. There may be a fee charged for some services that we have to obtain from third parties. The services may not be available on all routes due to local airport limitations.

## 14.5 Infants less than 30 days old

Such infants are not permitted for carriage.

## Article 15: Liability Limitations

### 15.1 Warsaw, Montreal Convention Notice

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

### 15.2 Notice of Baggage Liability Limitations

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

### 15.3 Where Warsaw Convention is not applicable

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

- 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.
- 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 Appendix (1). 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

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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, including 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.
- Nothing in these Terms & Conditions of the Conditions of Contract shall waive any exclusion or limitation of our liability under the Warsaw Convention or any other applicable Convention or applicable laws unless otherwise expressly stated by us.

## Article 16: Time Limitation on Claims and Actions

### 16.1 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.

### 16.2 Limitation of actions

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

## Article 17: REFUNDS

### 17.1 No refund

Golden Myanmar Airlines operates a no refund policy and as such it is unable to refund any tickets (fares and charges) where the passenger decides they no longer have a requirement to fly or is unable to travel, as a result of any change in personal circumstances, including but not limited to medical grounds.

## 18 Jurisdictions

### 18.1 Governing Laws

This Agreement is governed by the laws of The Republic of The Union of Myanmar and you agree to submit to the exclusive jurisdiction of the courts of The Republic of The Union of Myanmar.

## Article 19: Modification and Waiver

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

