



## **SCOOT CONDITIONS OF CARRIAGE**

### **PREFACE**

It's very important to Scoot that the Conditions of Carriage governing our relationship are clear and understood. We therefore strongly encourage you to read this document and to seek any necessary clarification from us prior to making your purchase. Further information can be found on our website [www.flyscoot.com](http://www.flyscoot.com) or by calling our guest Call Centre. Please note that, upon completing the purchase process, you will be deemed to have read, understood and accepted these Conditions of Carriage.

### **CONTENTS**

1. Definitions
2. Applicability
3. Travel Preparation / Guest Information
4. Fares / Fees
5. Booking / Payment
6. Baggage
7. Check-in / Boarding
8. Refusal of Carriage / Denied Boarding
9. Schedule Change / Disruption
10. Arrival / Post-flight
11. Refunds
12. Guest Responsibility
13. Scoot Liabilities
14. Your Claims

### **1 – DEFINITIONS**

**Accompanying Guest** means a paying passenger of at least eighteen (18) years of age, who, in our reasonable opinion, can travel independently and is able to and will provide the appropriate assistance and supervision as required for the guest they are accompanying.

**Airline Designator Code** means the two characters or three letters that identify particular air carriers. Scoot's code is TR.

**Authorised Agent** means a sales agent or airport operations agent who has been appointed by Scoot to represent Scoot in the sale of air passenger transportation on Scoot flights and/ or handle airport operations such as check-in and baggage services.

**Baggage** or **baggage** means your personal property accompanying you on your trip. It consists of both your Checked Baggage and Cabin Baggage.

**Baggage Allowance** means the amount of Cabin Baggage and Checked Baggage you're allowed to take on Scoot operated flights without additional charge.

**Baggage Identification Tag** means the numbered baggage document issued to you that corresponds to the tag attached to each item of Checked Baggage.

**Notice Of Refusal Of Carriage** means a notice issued under 8.4 below.

**Booking** means the details held in Scoot's Reservations system that describes your travel itinerary and particulars.

**Booking Reference** means the reference issued by us or our Authorised Agent which identifies the Booking you have made with us.

**Cabin Baggage** (sometimes referred to as carry-on or unchecked baggage) means the baggage you may take into the cabin of the aircraft. Please be aware of the allowable Cabin Baggage weight, dimensions and contents stipulated in these Conditions.

**Call Centre** means the telephone contact centre operated by Scoot to facilitate telephone Bookings and enquiries. The telephone numbers are listed at [www.flyscoot.com](http://www.flyscoot.com).

**Carrier** means an air carrier or airline.

**Check-In-Deadline** means the time specified by the airline by which you must have completed check-in and received your boarding pass. Please be aware that guests presenting for check-in after this deadline will not be allowed to board and, depending on the conditions applicable for the Fare Product purchased, may forfeit their ticket without refund, at Scoot's sole discretion.



**Checked Baggage** means that part of your Baggage, including any excess baggage, which Scoot has taken into its custody for carriage in the hold of the aircraft and for which Scoot has issued a Baggage Identification Tag.

**Conditions of Carriage** or **Conditions** means these General Conditions of Carriage and includes the conditions of contract or terms and conditions of carriage as set out in your Itinerary and Receipt.

**Convention** means whichever of the following apply:

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (the Warsaw Convention);
- The Warsaw Convention as amended at The Hague on 28 September 1955;
- The Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);
- The Guadalajara Supplementary Convention (1961);
- The Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Montreal 28 May 1999 (the Montreal Convention);
- Any other applicable protocols or conventions and any enabling legislation.

**Damage** includes, but is not restricted to, death of, wounding of, or bodily injury to a Passenger and loss of, damage to, or destruction of baggage. Additionally, it means damage occasioned by delay in the carriage by air of Passengers or Baggage.

**Denied Boarding** means a refusal to accommodate a passenger on a scheduled flight although he or she has a valid Ticket with a confirmed reservation on that flight, and Ticket in turn means the itinerary and receipt issued by or on behalf of Carrier and contained in Carrier's database, containing the Passenger's name and flight information, and including all notices contained therein, these General Conditions of Carriage and Carrier's Regulations.

**Fare Product** describes the bundle of products and services. Scoot offers a range of Fare Products comprising, at the most simple, air transportation for a single person between two specified cities, to more complex Fare Products that include seat and/or services before, during and/or after flight.

**Fare Rules** means the terms and conditions applicable to your Booking. Fare Rules can differ between Fare Products, and can be found at [www.flyscoot.com](http://www.flyscoot.com).

**Fees Chart** means the current list of all fees assessed by Scoot. Fees Chart can be found at [www.flyscoot.com](http://www.flyscoot.com).

**Guest, passenger, you, your, yourself** means any person with a Booking who is to be carried, or who is carried, on an aircraft except members of the crew.

**Guests of Size** means a Guest who is unable to lower both armrests whilst sitting in a seat and/or who encroaches upon any portion of the adjacent seat.

**Groups Policy** means Scoot's terms and conditions applicable to bookings of 10 or more Guests.

**Itinerary** means a document or documents we or our Authorised Agents issue to Guests travelling on a Booking which includes the Guest's name, flight information and notices.

**Scoot, we, us, our** for the purposes of these Conditions of Carriage means Scoot Tigerair Pte Ltd (Registration No. 200312665-W) and shall include all employees and agents acting on behalf of Scoot.

**Scoot Promise (or Our Promise to You)** means the list of guarantees that Scoot makes to you. The Scoot Promise can be found at [www.flyscoot.com](http://www.flyscoot.com).

**Scoot Regulations** means rules, other than these Conditions, published by Scoot at [www.flyscoot.com](http://www.flyscoot.com) and in effect on date of commencement of carriage or issuance of ticket depending on the applicability, governing carriage of passengers and/or baggage and shall include applicable tariffs in force.

**Special Drawing Rights (or SDRs)** means the composite unit of currency that is the official unit of exchange of the International Monetary Fund.

## 2 – APPLICABILITY

### 2.1 – GENERAL APPLICATION

These Conditions of Carriage apply to the transportation of passengers and baggage for any flight where Scoot – represented by the Airline Designator Code TR – appears on a Booking, except as provided in 2.10, 2.11 and elsewhere in these Conditions.

### 2.2 – FREE / DISCOUNTED FARE TRAVEL

Unless we state otherwise, these Conditions also apply to free and discounted travel on Scoot, including travel obtained through the use of frequent flyer miles or other loyalty or award programs.



### 2.3 – RIGHT TO AMEND

We reserve the right to amend these Conditions, Scoot Regulations, Scoot Promise, fares, Fare Products, Fare Rules, fees and Fees Chart and fee terms at any time without prior notice. Amendments will only impact bookings made or changed after introduction of the amendment unless the amendment was mandated by a government or other regulatory authority or is necessary for safety or security.

### 2.4 – NO VARIATION

No Scoot employee or any other person is authorised to vary any of these Conditions. However, this does not affect our right to waive any Fare Rules or amount payable. A waiver on one occasion does not constitute a waiver on any other occasion.

### 2.5 – TERMS GOVERNING TRANSPORTATION

Your transportation on any Scoot flight is subject to all of the following:

- a) A Booking and all associated and applicable Fare Rules as stated in your Itinerary;
- b) These Conditions of Carriage as stated in your Itinerary;
- c) Singapore laws, any international Conventions, or [other laws/ government regulations](#) that may apply to the flight(s) in question;
- d) Any applicable Scoot Regulation, including but not limited to denied boarding, schedule change or cancellations policies;
- e) Any specific instruction given to you in writing or verbally by our staff.

### 2.6 – OVERRIDING LAW

In the event that any provision within these Conditions is inconsistent with any applicable laws, government regulations, orders or requirements that apply to your travel with Scoot, and cannot be waived by agreement of the parties, such provision shall not apply. Even if a provision is invalid, it shall not affect the validity of any other provision.

### 2.7 – CONDITIONS PREVAIL OVER PROCEDURES

If any of these Conditions of Carriage is inconsistent with any Scoot procedures, these Conditions will prevail to the extent of the inconsistency.

### 2.8 – ADDITIONAL SERVICES AND TRANSPORTATION

- a) We act only as your agent where we make any arrangements or issues any bookings, tickets or vouchers for third-party services and/ or transportation provided by a third party (other than a scheduled flight);
- b) The terms and conditions of the third-party service provider will apply. Where these include limitations of liability that are lower than the limitations of liability in these Conditions of Carriage (see Section 13), the lower limitation will apply to all non-Scoot travel arrangements;
- c) If Scoot arranges travel for you on a flight operated with another Carrier's Airline Designator Code, we do so only as an agent for the other Carrier and the other Carrier's conditions of carriage will apply.

### 2.9 – LANGUAGE

While Scoot may translate these Conditions into other languages, the English version of the Conditions shall prevail over any other translations of these Conditions.

### 2.10 – CODESHARE SERVICES

- a) The rules contained in Scoot's Conditions of Carriage with respect to ticketing will apply to Scoot's Codeshare services on flights operated by another carrier. However, each Codeshare partner has terms and conditions with respect to the operations of its own flights and may differ from those set forth in Scoot's Conditions of Carriage with respect to flights operated by Scoot. Those terms and conditions, which are found in the partner's contract of carriage for that partner's flights, are incorporated into Scoot's Contract of Carriage by reference and apply to Codeshare services provided by Scoot on a flight operated by that partner, which supersede Scoot's rules that would be otherwise applicable. Terms and conditions that may differ between Scoot and the partner include, but are not limited to:
  - unaccompanied minors;



- baggage acceptance;
  - allowance and liability;
  - irregular operations;
  - Denied Boarding compensation;
  - check-in time limits;
  - carriage of animals;
  - oxygen service; and
  - refusal to transport.
- b) On codeshare flights to/from the United States where we are the marketing carrier, the Tarmac Delay Contingency Plan of the operating carrier will govern.

#### 2.11 – Interline Services

At times you may also travel on services which we sell but which are operated by other carriers under those carriers' flight numbers and Airline Designator Codes. Travel on other carriers will be governed by the operating Carrier's conditions of carriage except that Scoot's conditions of carriage will apply in case of disruption of carriage where the operating Carrier is Singapore Airlines or SilkAir.

#### 2.12 – CHARTERS

If carriage is performed by Scoot under a charter agreement, these Conditions of Carriage apply unless we advise you otherwise.

### 3 – TRAVEL PREPARATION / GUEST INFORMATION

#### 3.1 – PLANNING

- a) It is your sole responsibility to make all necessary travel arrangements, and to ensure compliance with all laws, government regulations and orders associated with all points of travel. Prior to making a Booking, you must consider and obtain information about topics, such as, but not limited to:
- i. Entry requirements – travel document validity, visas and identifications;
  - ii. Medical requirements – including inoculations/ vaccinations; and
  - iii. Destination information – risks to health and safety.
- b) Scoot may provide assistance with the information referenced in 3.1.a, but this in no way releases you of full and exclusive responsibility in these matters;
- c) We recommend that you consult local consular offices, local governments and government tourism boards for the information referenced in 3.1.a.

#### 3.2 – TRAVEL INSURANCE

As travel involves many risks, we strongly recommend that each Guest purchase is covered by travel insurance, which can provide coverage in events such as:

- a) Plans change/ trip cancellation;
- b) Medical and hospital expenses;
- c) Personal injury and death; and
- d) Delayed, damaged or lost Baggage.

#### 3.3 – CHILDREN FLYING WITH SCOOT

- a) Scoot defines an infant as any Guest who is under two (2) years of age on the date of travel. Infants must be at least eight (8) days old to travel and must travel with an Accompanying Guest who is at least 18 years old. If an infant travels in the lap of an Accompanying Guest, then the infant's transportation may be booked for a fee as per the Fees Chart. An infant must be at least six (6) months of age on the date of travel to occupy a seat. If an infant occupies a seat (see 3.6), then the prevailing fare will apply.
- b) Proof of age is required at time of check in, and must consist of evidence acceptable to Scoot in its sole discretion.
- c) Scoot does not allow or provide bassinets in aircraft cabins.
- d) Only forward-facing child safety seats are permitted on board and they must be secured for safety reasons. Only infants between six (6) months and under two (2) years and children under three (3) years of age on the date of travel can use a child safety seat on board. Child safety seats are not



provided by Scoot. If you use a child safety seat on board, you will secure the child safety seat yourself as the Scoot crew will not be available to assist you. Scoot will not be liable or responsible for any injury or accident or loss or damage resulting from an unsecured or inadequately secured child safety seat.

- e) Scoot defines a child as any Guest who is at least two (2) years of age, but under twelve (12) years of age, on the date of travel. The prevailing fare applies for the transportation of any child.
- f) No infant or child under the age of eighteen (18) years on the date of travel may travel on any Scoot flight, or any flight with Scoot's Airline Designator Code, without an Accompanying Guest.
- g) The infant ratio is restricted to one infant Guest per Accompanying Guest.
- h) Parents are reminded to bring all necessary items for the care of infants and children (such as baby food) as these are not available on board.

### 3.4 – YOUR HEALTH (This section is not applicable to flights to and from the United States)

Scoot may refuse to carry you if we believe your transportation would be unsafe for you or other guests. Prior to making a Booking, you must inform us if you believe you suffer from any illness, disease or condition that would jeopardise the safety of you or other guests should you fly.

- a) In the following circumstances, you are required to tell us at least three (3) days in advance of travel:
  - i. If you suffer from any disease which is, or you believe may be, actively contagious and communicable;
  - ii. If you have an allergy to nuts or nut products;
  - iii. If, because your behaviour or your physical or mental state, carrying you could have a material adverse effect on the welfare and comfort of other guests or crew members;
  - iv. If you could pose a potential hazard to the safety of the flight or its punctuality;
  - v. If you would require medical attention and/or special equipment to maintain your health during the flight;
  - vi. Scoot cannot provide any advice on your fitness to fly. If you propose to travel with a known, pre-existing medical condition, you must do so only on the written advice of your own medical doctor or health professional.
- b) Scoot requires that you are well enough to travel under your own power or are accompanied by a Guest who can provide you with any necessary assistance (see 3.5.a).
- c) Scoot accepts pre-approved portable oxygen concentrators (POC) that will fit into the limited space beneath the seat provided you make a request for special assistance via the Call Centre at least three (3) days before the flight departure date. Details of the acceptable POC model types are listed on our website.
- d) If you are pregnant, the following precautions must be observed:
  - i. For any travel after the first 28 weeks of pregnancy, please produce on request a certificate or letter from a registered medical practitioner or registered midwife dated within 10 days of the first flight, advising:
    - the estimated date of delivery;
    - whether it is a single or multiple pregnancy;
    - the number of weeks of pregnancy and
    - the fitness to travel.
  - ii. In addition  
if you are having no complications with your pregnancy, and subject to provision of a certificate or letter from a registered medical practitioner or registered midwife per 3.4.d) i., you may travel up to the end of the 36th week of pregnancy for single pregnancies or up to the end of the 32nd week for multiple pregnancies (for example, twins).

#### Please Note:

- We do not represent that travel is safe for you at any particular point during your pregnancy. Please obtain independent medical advice prior to your flight. The periods mentioned above are only our minimum requirements;
  - Some countries place limitations on the entry of non-national pregnant women. Please check with the relevant embassy or consulate before you travel to ascertain the limitations.
- e) Infants must be at least eight (8) days old to travel and must travel with an Accompanying Guest who is at least 18 years old.



- f) Scoot does not commit to, nor guarantee a total nut-free flight. Passengers on our flights may be served meals and snacks containing nut or nut derivatives. We will not be able to guarantee against accidental cross-contamination that may occur within flight kitchens in our network and the possibility of residues of nut or other nut oils being passed on to the upholstery and other surfaces, or circulated via the air conditioning systems. You are required to take all necessary precautions bearing in mind the risk of exposure.

### 3.5 – SPECIAL ASSISTANCE (This section is not applicable to flights to and from the United States)

- a) Scoot will not allow a Guest to travel without an Accompanying Guest unless the Guest can travel safely without assistance or supervision. We do not have the systems, staff or facilities required to assume responsibility for such assistance or supervision. However, we may be able to provide specific assistance services to accommodate guests who require a wheelchair to get to and from the aircraft.
- b) Acceptance for carriage of incapacitated persons, persons with an illness or other people requiring special assistance is subject to prior arrangement with us. Guests with reduced mobility who require assistance at the airport, including wheelchair and ambulift services, as well as guests who intend to travel with their own wheelchair, are required to notify us at least 48 hours before the scheduled departure via a Scoot Call Centre. Failure to notify us in advance may result in the service being unavailable on your arrival at the airport and/ or you being refused carriage.
- c) If you intend to travel with your own wheelchair, you must notify us at least 48 hours before departure through a Scoot Call Centre. For safety reasons you will not be allowed to use your own wheelchair within the departure and arrival immigration areas. You will need to check in your wheelchair as checked baggage upon departure; your wheelchair will not count towards your baggage allowance. Upon arrival, your wheelchair will be delivered to you at the arrival baggage belt. If you require mobility assistance at the airport, you will need to notify us at least 48 hours before the scheduled departure via a Scoot Call Centre. Absent such notification, we may not be able to carry you and/ or your wheelchair.
- d) Subject to applicable law you may be charged a fee for the provision of special assistance services, which will be payable by you, either at the airport directly to a third-party service provider, or to Scoot in advance through a Scoot Call Centre. The services may not be available on all routes due to such factors as local airport limitations.
- e) While Scoot does not accept animals for transport (see 6.2), service dogs are permitted in the cabin provided advance notice is given at the time of Booking. You must bring absorbent mat(s) and a muzzle that meet our requirements. You must also present upon request, the relevant entry certificates and/or approvals obtained by destination country. Failure to notify us in advance may result in the number of permitted service dogs having reached its limit and the service dog being refused carriage. The service dog may also be refused carriage if you do not bring the absorbent mat(s) and a muzzle, or fail to present the relevant entry certificates/ approvals obtained by destination country. As the Guest with service dog needs to be escorted from the check-in counter to the gate, and/or from the aircraft to the arrival hall, a Meet-And- Assist service is required and subject to applicable laws, a fee may be payable;
- f) Guests with visual impairment may travel on Scoot flights, either independently or accompanied by an adult travel companion/caregiver. A Meet-And-Assist service is mandatory if the Guest is travelling unaccompanied, and subject to applicable laws, a service fee may be charged;
- g) If you require any special assistance or wish to notify us of health conditions per 3.4, you must make your Booking via a Scoot Call Centre, or contact a Scoot Call Centre immediately following receipt of your Itinerary. Guests requiring special assistance or any services described in 3.5 may not book them by any other method.

### 3.6 – EXTRA SEAT AND GUESTS OF SIZE (This section is not applicable to flights to and from the United States)

- a) For Guests requiring or wanting an extra seat, advance notice must be provided at least three (3) days before departure through a Scoot Call Centre. Scoot will charge the prevailing fare for two guests. In order to ensure adjacent seats are available, advance seat assignment will also be required and charged at the rate listed in the Fees Chart. The booking is subject to seat availability and must be made via a Scoot Call Centre. Guests requiring or wanting an extra seat as part of an interline journey may not purchase an additional seat by any other method.



- b) Guests of Size may be required to purchase the adjacent seat or an upgrade to ScootBiz at the prevailing fare and seat selection fee (where applicable) for two guests. In the event that no adjacent seat or ScootBiz upgrade is available, you will need to rebook two seats on the next available flight which has two adjacent seats or a ScootBiz upgrade. Should you choose not to make that purchase, Scoot may not be able to transport you – in such case, your fare and all associated fees and charges may be forfeited without refund and Scoot shall not owe any further liability to you.

### 3.7 – SEAT ALLOCATION

Although we will attempt to accommodate your seat reservation request, Scoot does not guarantee you any particular seat, even if you have paid for the seat, including under the “MaxYourSpace” seat product. We reserve the right to change your seat at any time, even after you have boarded the aircraft, for safety, security, operational or other reason at our sole discretion.

### 3.8 – PERSONAL DATA

Scoot fully complies with the Personal Data Protection Act 2012 of Singapore and applicable local laws. 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 authorise us to retain and use your personal data and to transmit it to our own offices, authorised agents and third-party business associates, government agencies, other carriers or the providers of the services mentioned above. The collection and maintenance of such data will be in accordance with Scoot’s [Privacy Policy](#) and Scoot Promise, copies of which are available on [www.flyscoot.com](http://www.flyscoot.com), which are subject to change without prior notice.

## 4 – FARES/ FEES

### 4.1 – FARE COVERAGE

The fare paid is only valid for transportation on the flight(s) specified in your Booking between the origin airport specified and the destination airport specified. The fare is not valid for ground transportation between airports, to/from airports or between airports and city terminals.

### 4.2 – FARE RULES

Some provisions of Scoot fares differ depending on the Fare Product selected; please see the Fare Rules applicable to the Fare Product for more detailed information. Other provisions are common to all Fare Products and are listed below:

- Subject to applicable law, Scoot fares are non-refundable and cannot be downgraded, except at Scoot’s sole discretion in circumstances such as denied boarding or downgrading due to flight overbooking, a significant schedule change (flight retiming of 3 hours or more) / flight cancellations or disruptions;
- A ScootBiz Class ticket may not be downgraded to an Economy Class ticket;
- If you do not travel, Scoot may refund certain taxes and charges to you provided that:
  - 1) Subject to applicable law we do not remain obliged to remit the tax or charge to the body (e.g. airport or government) on whose behalf we collected it;
  - 2) You submit a request in writing within 90 days of the date of travel specified in the Booking to the address listed in 15.1;
  - 3) Subject to applicable law, a reasonable administration fee, as listed in the Fees Chart, will be deducted from the amount. If the administration fee exceeds the amount of refund, no refund will be paid.



#### 4.3 – TAXES AND CHARGES (This section is not applicable to flights to and from the United States)

You must pay all taxes, charges, surcharges and fees (herein referred to as “Taxes and Charges”) imposed by a government, municipal, carrier or airport authority. You must also pay the administration fees and charges of Scoot in relation to your Booking. Taxes and charges will usually be stated separately on your ticket. Please note that Taxes and Charges frequently change and can be imposed or altered after the date that your Booking was made. If any Taxes or Charges change after we have issued your Itinerary, you will have to pay for any increase. Similarly, if any Taxes or Charges you pay to us when you make the Booking are abolished or reduced prior to your flight, you will be entitled to claim a refund of the difference remaining after a reasonable administration fee is applied.

#### 4.4 – FEES (This section is not applicable to flights to and from the United States)

Subject to applicable law, payment for any product or service offered and provided by Scoot is non-refundable. Any payment for products or services marketed or offered by Scoot, but provided by a third party, are governed by that provider’s terms and conditions.

#### 4.5 – RULE EXCEPTION

Following any of the extreme or tragic circumstances listed below, Scoot may, at its sole discretion, exempt the Guest from the terms of 4.2 and 4.4, and the Guest may cancel a Booking and receive a voucher equal to the Itinerary value – excluding any amounts for third party products and services – valid for twelve (12) months for travel to be booked within this validity period:

- In the case of the death or serious injury of an immediate family member (defined as spouse, child, sibling, parent, grandparent or grandchild), or death or serious injury of the Guest, a full refund in voucher will be provided, excluding any amounts for third party products and services. A full refund will be provided – excluding any amounts for third party products and services – in case of the death of the Guest before he boards the flight. Scoot may, in its sole discretion, require documented evidence, such as, but not limited to a medical or death certificate, or proof of relationship;
- In the case of immobility/ medical condition resulting in the Guest being unable to travel, Scoot may, in its sole discretion, require documented evidence, such as, but not limited to a medical certificate which clearly states that guest is unfit for travel;
- In the case where the Guest has obtained a refund from a travel insurer or third party, such as “ChangeYourFlight”, the Guest may not seek a further refund from Scoot. Scoot also reserves the right to cancel any voucher previously issued to you and recover the cost of the redeemed voucher, if any, in the event of any double claims/ refunds and you accept that Scoot has no liability to you.

#### 4.6 – CURRENCY

Fares, fees and any applicable charges and taxes are payable in the currency prescribed with our published fares, unless we state otherwise.

### 5 – BOOKING/ PAYMENT

#### 5.1 – BOOKING CONFIRMATION

A Booking is completed when confirmed in writing by Scoot or an Authorised Agent. We will provide an Itinerary for a Booking made directly with Scoot. If requested, an Authorised Agent should be able to provide you with an Itinerary. Unless specified otherwise, a Booking is only confirmed when payment has been received by Scoot in full. In addition to a Booking, you must check in, receive a boarding pass and provide all necessary documentation (such as a passport) in order to board a Scoot flight. You may also be required to produce any credit card used in making a Booking.

#### 5.2 – PAYMENT

Scoot or its Authorised Agent will inform you what payment methods are accepted. Payment must be made at the time of booking, except as permitted by select payment methods or the Groups Policy. If a period of time is permitted between booking and payment, we or our Authorised Agent will specify the amount of time to you. Any Booking for which payment is not received in full by the specified deadline will be cancelled; where partial payment has been made, you will forfeit any fare and any applicable fees and





charges without refund, and you accept that Scoot has no liability to you. Scoot may, at its sole discretion reinstate a Booking at a fee and any applicable fare difference.

### 5.3 – BOOKING VALIDITY

The Booking is prima facie evidence of the contract for carriage between a guest and Scoot. Carriage of a guest is entirely subject to the Conditions of Carriage and any authorised direction given by or on behalf of Scoot to the guest.

Open bookings are not permitted. You must confirm specific flight(s) and dates(s) for any Booking. The Booking is only valid for the Guest(s) named and the flight(s) specified in the Itinerary.

### 5.4 – BOOKING TRANSFERABILITY

A Booking is not transferable to another person unless permitted in the Fare Rules and subject to payment of fees and any applicable fare difference. Where permitted, a booking may only be transferred if the flight journey has not begun. You may not otherwise sell, barter or gift your Booking. We will refuse to carry any person who presents her/ himself for travel under your Booking who is not you. Furthermore, all associated fares, fees and charges will be forfeited. The name(s) of Guest(s) must match the name(s) on official government document(s) such as your passport.

### 5.5 – BOOKING CHANGES

Free and/ or open-ended changes are not permitted. Other terms and conditions governing changes to a Booking depend on the Fare Product selected and specified in your Booking. Please see the Fare Rules for more details. Generally, where changes are permitted, the extent of the change may be limited, and the change may be subject to the payment of fees and any applicable fare and/or product or service fee difference. If a Booking is changed there will be no refund even if the new fare and/or product or service fee may be lower, except where required by law or government regulation. For any and all interline fare products whereby a portion of the journey is operated by a partner carrier under their Designator Code, no changes to flight date, time, or city pair may be made.

You are liable for the safekeeping of your Booking reference and any amendments made through its use, for example, through a Manage My Booking function, with or without your knowledge or consent. Scoot will not be held liable for any loss, damage or expense incurred through any unauthorised disclosure or use of your Booking reference.

### 5.6 – GRACE PERIOD

To assist our guests if they have made any mistakes during the booking process, we offer a 24-hour grace period from time of booking where change fees will not be charged subject to the following conditions:

- The requested changes are only for flight date, flight time or guest name;
- The fare difference is always payable and there is no refund if the guest requests a lower fare class;
- No changes to Origin/ Destination are permitted;
- Adding or cancelling flights is not permitted.

Guests must use Manage my Booking online via [www.flyscoot.com](http://www.flyscoot.com) or call a Scoot Call Centre within the 24-hour period after the booking. Any changes made after this time will be charged at the change fees stated in the Fees Chart.

## 6 – BAGGAGE

### 6.1 – BAGGAGE ALLOWANCE (This section is not applicable to flights to and from the United States)

- a) A limited amount of Cabin Baggage may be carried on board provided it complies with these Conditions (see 6.2 and 6.3) and Fare Rules of the Fare Product selected and specified on your Itinerary (see Fare Rules). Infants not occupying a seat have no Cabin Baggage allowance.
- b) Checked Baggage allowance varies by Fare Product. Certain Fare Products do not include any Checked Baggage allowance, while others include a minimum free Checked Baggage allowance. Your Checked Baggage allowance is determined by the Fare Product selected and specified on your Itinerary. For additional details, please see the Fare Rules. Checked Baggage must comply with these Conditions. Infants not occupying a seat have no Checked Baggage allowance.



- c) If Scoot permits/ requires the purchase of extra seat(s), no Cabin Baggage or Checked Baggage allowance is included with the extra seat(s).
- d) For interline journeys, baggage allowances are assigned for each distinct sector of your journey. Any excess baggage allowances may be added, and subject to separate fees and charges, on a per sector basis.

#### 6.2 – PROHIBITED ITEMS (This section is not applicable to flights to and from the United States)

Scoot will not accept for transport or carry, and you must not attempt to bring the following items on board as Cabin or Checked Baggage:

- Items not properly packed in suitcases or other suitable containers in order to ensure safe carriage with ordinary care and handling;
- Items prohibited by any applicable national or international law, regulation or order;
- Weapons of any type, including ammunition;
- 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);
- Items which are likely to endanger the aircraft or persons or property on board the aircraft, or items that may become or are dangerous, such as those items specified in the International Air Transport Association (IATA) Dangerous Goods Regulations. Further information is available from Scoot on request;
- Items we reasonably determine are unsuitable for carriage because they are dangerous, unsafe or because of their weight, size, shape or character, or which are fragile or perishable;
- Human or animal remains;
- Animals (other than service dogs on flights to and from the United States as described in Section 14.3);
- Brief cases and attaché cases incorporating dangerous goods such as lithium batteries or pyrotechnic devices; and
- Disabling devices such as mace, pepper spray, etc., containing an irritant or incapacitating substance are totally forbidden.

If we discover that you are carrying forbidden items, we may do whatever we consider appropriate and what is reasonable in the circumstances, including disposing of the item without notifying you. Scoot will not be responsible for any loss or damage caused to any prohibited items if they are brought on board despite being forbidden items.

#### 6.3 – CABIN BAGGAGE RESTRICTIONS (This section is not applicable to flights to and from the United States)

- a) All Cabin Baggage must comply with applicable size and weight restrictions. You must not include in Cabin Baggage knives, sharp objects or cutting implements of any kind and any length, whether of metal or other material, knitting needles, and sporting goods, must be packed in your Checked Baggage. They cannot be carried in your Cabin Baggage or on your person. If they are, the articles will be removed without notice to you and not returned. Odd-sized items within applicable size and weight restrictions can be brought on board as Cabin Baggage and stored in the overhead compartment, subject to space availability. The weight of the item will count as part of the Cabin Baggage allowance. If the item cannot fit in the overhead compartment, it will need to be checked in and may be subject to excess baggage fees payment as stated in the Fees Chart, or strapped to a seat and secured safely if it complies with applicable size and weight restrictions for Cabin Baggage, in which case an extra seat must be purchased at the prevailing fare for one guest and seat selection fee as listed in the Fees Chart, subject to a maximum of two (2) items per aircraft. All odd-sized items must be appropriately packed in a soft or hard shell case.
- b) Guests carrying hypodermic needles must declare them at the security screening point. Where possible, documentation or identification to confirm the Guest's medical condition must be produced. Medication must have a professionally printed label identifying the medication or a manufacturer's name or pharmaceutical label affixed. Please contact Scoot should you have a question.



- c) Scoot does not accept any responsibility for items which we refuse to carry and which are not carried as Checked Baggage. We will not be responsible for, or have any liability in respect of, articles removed from your Baggage by airport security personnel acting in accordance with any applicable regulations.
- d) You must ensure that your Unchecked Baggage is sufficiently robust and well secured to withstand the usual and normal rigours of carriage by air without sustaining damage (except fair wear and tear) and that it is properly locked.
- e) Special items may not be carried on board as part of Cabin Baggage, but may be taken as Checked Baggage and do not constitute part of the Checked Baggage allowance as stated in 6.1.b. Special items include:
  - i. Bassinet;
  - ii. Car Seat;
  - iii. Stroller;
  - iv. Walker;
  - v. Crutches\*; and
  - vi. Wheelchair.\*may be permitted as hand carry, however carriage is subject to the item meeting requirements in 6.3 a) as well as security screening and acceptance by local authorities.
- f) Scoot reserves the right to examine the contents of any cabin baggage, irrespective of the type or category of cabin baggage, inclusive of baggage falling under the paid extra cabin bag category. Guests are advised to board the aircraft early.
- g) For interline journeys, the cabin baggage policy of the respective operating Carrier applies to each flight sector.

#### 6.4 – CHECKED BAGGAGE RESTRICTIONS (This section is not applicable to flights to and from the United States)

- a) You must not include in your Checked Baggage:
  - i. Fragile, delicate or perishable items;
  - ii. Computers;
  - iii. Items with a special value, such as money, jewellery, precious metals, silverware;
  - iv. Negotiable papers, share certificates, securities or other valuable documents;
  - v. Cameras;
  - vi. Personal electronic equipment;
  - vii. Electronic cigarettes;
  - viii. Commercial goods or business documents; or
  - ix. Passports and other travel documents.
- b) As Scoot's liability is limited (see 6.5, 13 and 14), we will not be liable for any inconvenience costs, expenses, or loss or damage you suffer as a consequence of the item being damaged, delayed or lost if you have ignored our requirements and included the items as Checked Baggage, with or without our knowledge. Such items should be carried as Cabin Baggage, but you must still comply with all relevant weight and size limitations.
- c) All Checked Baggage must comply with all applicable size and weight restrictions. Any deemed, in our assessment, as awkward or bulky including sports equipment will be subject to a separate and/or additional fee as specified on the Fees Chart.
- d) You must ensure that your Checked Baggage is sufficiently robust and well secured to withstand the usual and normal rigours of carriage by air without sustaining damage (except fair wear and tear) and that it is properly locked.
- e) For health and safety reasons, Scoot reserves the right not to accept any individual item as Checked Baggage that exceeds 32 kg.
- f) We do not provide Checked Baggage transfers between Scoot flights or between Scoot flights and those of another Carrier, except otherwise specified in 9.5. It is your responsibility to use a baggage transfer service or claim your Checked Baggage and re-check it for your next flight. To re-check your Checked Baggage you will be required to clear all immigration and customs procedures at the connection airport. It is your responsibility to ensure you have all required visas and travel documentation.



#### 6.5 – VALUABLES (This section is not applicable to flights to and from the United States)

Scoot does not offer or provide any excess valuation or insurance services. We will not be liable for any costs, expenses, loss or damage you suffer as a result of damage or loss to your valuables.

#### 6.6 – EXCESS BAGGAGE

In the interests of safety, you must not take on board more Cabin Baggage than allowed (see 6.1). If you check in with more Checked Baggage than your Checked Baggage allowance, we may, at our sole discretion and subject to the aircraft's load, accept the excess for a fee. See the Fees Chart for details.

#### 6.7 – SEARCHES/ SECURITY

- a) Scoot, airport or government staff/ officers may:
  - i. Require you to submit to clothing and body searches;
  - ii. Require you to submit your Baggage to searches or inspections; and
  - iii. Search or inspect your Baggage with or without you present.
- b) As a result of a search, or if you refuse to submit yourself or your Baggage to a search, we may refuse to carry you and your Baggage, and may deliver your Baggage to government or airport officers. In the event we refuse to carry you after your refusal, your ticket may be forfeited without refund, in Scoot's sole discretion.
- c) If a search or screening causes damage to you, or a search, screening or x-ray causes damage to your Baggage, we will not be liable for the damage in excess of the limits of any applicable Convention or laws.

### 7 – CHECK-IN/ BOARDING

#### 7.1 – CHECK-IN DEADLINE

Check-in deadlines apply and may be strictly enforced. You must check-in before the Check-in Deadline and follow the instructions for Airport or Web Check-in which are set out in your Itinerary or our website. You may also be required to produce any credit card used in making the Booking. Unless specified otherwise, for connecting flights, you will need to check in for each flight sector by the stated deadline. You will be required to clear all immigration & customs procedures at connection airports. It is your responsibility to ensure you have all required visas and travel documentation.

#### 7.2 – BOARDING PASS AND BAGGAGE TAGS

We will issue you a boarding pass and baggage tag(s) for any Checked Baggage. Please ensure you keep these documents with you until you complete your travel with Scoot.

#### 7.3 – BOARDING DEADLINE

You must be at the boarding gate at least forty-five (45) minutes prior to the scheduled departure time of your flight.

#### 7.4 – REFUSAL TO TRANSPORT

Failure to meet the deadlines specified in 7.1 and/ or 7.3 may result in Scoot being unable to accept you for transport. In such case, your fare and all associated fees and charges may be forfeited without refund, in Scoot's sole discretion.

### 8 – REFUSAL OF CARRIAGE

#### 8.1 – RIGHT TO REFUSE CARRIAGE (This section is not applicable to flights to and from the United States)

Even if you are in possession of a Booking, Scoot may refuse to transport you and your baggage in the exercise of our reasonable discretion, including for any of the following reasons (we may also remove you from a flight even if you have already boarded):

- a) If carrying you or your Baggage may put the safety of the aircraft or the safety or health of any person in the aircraft in danger or at risk;
- b) If carrying you or your Baggage may materially affect the comfort of any person in the aircraft;



- c) If carrying you will violate government laws, regulations, orders or an immigration direction from a country to which you are travelling or are to depart from;
- d) If you do not appear to have valid travel documents or if your travel documents are damaged or appear to have been tampered with, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;
- e) Because you have refused to allow a security check to be carried out on you or your Baggage;
- f) Because you do not appear to have a Booking;
- g) If you fail to comply with any applicable law, rule, regulation or order or these Conditions;
- h) If you fail to complete the check-in process or arrive at the boarding gate by our specified deadlines (see 7.1 & 7.3);
- i) Because you have not obeyed the instructions of our ground staff or a member of the crew of the aircraft relating to safety or security;
- j) Because you have not complied with our medical requirements (see 3.4);
- k) Because you require special assistance and you have not previously notified us of this (see 3.5);
- l) If you are, or we reasonably believe you are, drunk or under the influence of alcohol or drugs;
- m) If you are, or we reasonably believe you are, in unlawful possession of drugs;
- n) If we reasonably believe your mental or physical state is a danger or risk to you, the aircraft or any person in it;
- o) If you have used threatening, abusive or insulting words towards our ground staff or a member of the crew of the aircraft or otherwise behaved in a threatening manner;
- p) If you have committed a criminal offence during the check-in or boarding processes or on board the aircraft;
- q) If you have deliberately interfered with a member of our ground staff or the crew of the aircraft carrying out their duties;
- r) If you have put the safety of either the aircraft or any person in it in danger
- s) If you have made a threat;
- t) Because you have committed misconduct on a previous flight and we are not satisfied that misconduct will not recur;
- u) Because you cannot prove to our reasonable satisfaction you are the person specified in the Booking on which you wish to travel;
- v) 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;
- w) The credit card by which you paid for the fare has been reported lost or stolen;
- x) The payment of your fare or the booking of your Seat involves any fraud or other unlawful activity;
- y) Because your Booking:
  - 1) Is not paid for;
  - 2) Has been transferred;
  - 3) Has been acquired from someone other than us or an Authorised Agent;
  - 4) Contains an alteration which has not been made by us or an Authorised Agent or has been mutilated or is otherwise unreadable; or
  - 5) Is counterfeit or otherwise invalid;
- z) Because you have been issued a Notice of Refusal of Carriage below by Scoot which has not been cancelled, regardless of whether you have obtained a valid Ticket or not.

## 8.2 – NO RECOURSE

You acknowledge and agree that the following shall apply in respect of any of the situations specified in 8.1 and 14.8 (a) or otherwise:

- You shall forfeit the fare and any applicable fees and charges without refund; and
- Scoot has no liability whatsoever to you in respect of any steps taken by it against you pursuant to 8.1 and 8.2.

## 8.3 – OVERBOOKING

Airline flights may be overbooked. This means there is a slight chance that there may be more reservations than available seats on your flight or class of travel. In these circumstances, we may need to



deny boarding to one or more passengers, or downgrade the class of travel (i.e. from ScootBiz to Economy). If you are denied boarding due to overbooking and none of the situations outlined in 8.1 apply, Scoot will make every effort to ensure you are transported to the destination specified in your booking as soon as possible ("Remedial Measures"). You may also have additional rights in accordance with [local law or government regulation](#) or in accordance with our policy if there is no applicable law ("Remedial Rights"). For the avoidance of doubt, the Remedial Measures and Remedial Rights will not apply to you if you fail to meet the check-in and boarding requirements in section 7.

#### 8.4 – NOTICE OF REFUSAL OF CARRIAGE

Scoot may, at its sole and absolute discretion, refuse to enter into any contract of carriage in relation to any future travels or bookings by issuing you with a written notice stating that Scoot has decided not to engage in future transactions with you ("**Notice of Refusal of Carriage**")

Scoot may, but shall not be required to, impose a time limit and/or impose any further requirements on you as a condition precedent to cancelling a Notice of Refusal of Carriage and/or permitting any future travels or bookings by you.

Once a Notice of Refusal of Carriage has been issued to you and is in force, you may not buy a Ticket, whether directly or indirectly, and Scoot shall have the absolute right to refuse transport to you or your baggage, even if you have a valid Ticket.

No refund shall be given in the event that you have (or anyone has on your behalf) purchased a Ticket while a Notice of Refusal of Carriage is in force against you.

### 9 – SCHEDULE CHANGE/ DISRUPTION

#### 9.1 – SCHEDULE TIMES

- a) While Scoot will make its best effort to transport you at the date(s)/ time(s) indicated on your Itinerary, we cannot guarantee schedule times. Schedules are subject to change at any time and do not form part of your contract with Scoot under these Conditions.
- b) Your Itinerary, either provided by Scoot or our Authorised Agent, will state scheduled departure date(s) and time(s). Should these need to change, Scoot or our Authorised Agent will make a reasonable effort to contact you in a reasonable amount of time prior to departure provided you have given us or our Authorised Agents your contact information such as a valid email address and mobile number. Scoot and/or our Authorised Agents will not be liable to you for any loss that you may suffer if our attempts to reach you are unsuccessful. Prior to your flight, it is your responsibility to ensure that your flight date and time have not changed. Except as provided for by any applicable Convention or applicable law, we will not be liable to you for any losses that you may incur if you fail to do so.

#### 9.2 – SCHEDULE CHANGES: YOUR OPTIONS (This section is not applicable to flights to and from the United States)

If Scoot has to make a significant schedule change (flight retiming of 3 hours or more) or cancellation more than 24 hours before your scheduled departure time, we or our Authorised Agent will attempt to notify you per 9.1.b and provide you with one of the following options:

- Rebooking at no additional charge to another flight on the same carrier between the same origin and destination within seven (7) days of the changed flight in the Booking, or if Scoot will no longer serve the destination, rebooking at no additional charge to another destination for any date available for booking;
- A voucher at least equal to the Itinerary value – excluding any amounts for third party products and services – valid for twelve (12) months for travel to be booked within this validity period;
- Refund to the original mode of payment, excluding any amounts for third party products and services;
- Any other options set out in a Scoot schedule change or cancellations policy applicable in your [jurisdiction](#);
- If Scoot will no longer serve the destination, a refund of the relevant Fare and Taxes and Charges.



### 9.3 – DELAYED/ CANCELLED FLIGHTS (CONTROLLABLE CIRCUMSTANCES) (This section is not applicable to flights to and from the United States)

In the event that a Scoot flight is delayed or cancelled less than 24 hours before departure, we will try our best to put you on the next available Scoot flight between the same origin and destination as soon as possible, at no additional cost. If we are unable to provide you with a flight, or if you postpone your travel, we will offer you a travel voucher at least equal to your itinerary value, valid for twelve (12) months from the date of issue, or a refund to the original mode of payment, in either case excluding any amounts for third party products and services.

Unless provided for in a Convention or [applicable law](#), we will not be responsible for paying any costs or expenses you may incur as a result of the controllable delay or cancellation. We strongly recommend you carry comprehensive travel insurance throughout your travels.

### 9.4 – DELAYED/ CANCELLED FLIGHTS (UNCONTROLLABLE CIRCUMSTANCES) (This section is not applicable to flights to and from the United States)

Uncontrollable circumstances include but are not limited to weather conditions at point of origin or destination or en-route to other ports, industrial action caused by staff not directly employed by Scoot, air traffic control requirements/ restrictions, or closure of runways.

If your flight is cancelled due to an uncontrollable circumstance, we will try our best to put you on the next available Scoot flight between the same origin and destination as soon as possible, at no additional cost. If we are unable to provide you with a flight, or if you postpone your travel, we will offer you a travel voucher at least equal to your itinerary value, valid for twelve (12) months from the date of issue, or a refund to the original mode of payment, in either case excluding any amounts for third party products and services. Except as provided in a Convention or [applicable law](#), we will not pay any costs or expenses you incur as a result of the uncontrollable delay or cancellation. We strongly recommend you obtain comprehensive travel insurance to cover all your travels.

### 9.5 – CONNECTING FLIGHTS

Scoot flights are sold on a per sector basis. If you wish to make connections with any other flights, whether operated by Scoot or another airline, please allow sufficient time to do so. Unless you are transferring between a Scoot flight and Singapore Airlines or SilkAir flight in the same itinerary, or entitled to the Scoot-Thru airside facilitated transfer service applicable for connections via Singapore, or unless otherwise stated, once you have disembarked from your arriving flight, you will have to clear Customs and Immigration, collect your checked baggage (if any), then proceed to the relevant departure hall check-in counter to check in for your on-going flight in accordance with the operating Carrier's policies. If your connecting flight is an international service, you must also clear Departure Immigration formalities.

Subject to 13.2, unless your travel involves connecting flights between Scoot and Singapore Airlines or SilkAir in the same itinerary, Scoot or its partner airlines will not be responsible for any costs or expenses you incur as a result of a missed connection with no exceptions even if your flights are in the same itinerary or if the misconnection was due to one of our flights being delayed. We strongly recommend you carry comprehensive travel insurance throughout your travels.

Unless otherwise stated, guests who miss their connecting flights on Scoot or any other carrier due to incoming flight delay or late arrival are responsible to book a new onward flight at their own expense. Only guests whose bookings include the Scoot-Thru facilitated transfer service in conjunction with the connecting journey for connections via Singapore, or Guests connecting with Virgin Australia, are entitled to be rebooked on the next available flight on the same carrier to their destination with associated rebooking fees and fare difference waived. This provision only applies for connecting flights in the same itinerary. It is the responsibility of the Guests to approach the respective connecting carrier's ground personnel for rebooking assistance in the event of a misconnection.

### 9.6 – CANCELLATION OF RETURN SECTORS



If you miss the first flight in a Booking that has onward or return sectors, we will cancel the remaining flights in your booking unless you call a Scoot Call Centre within 48 hours of the departure time of the flight that you missed. We will not be liable to you for any loss that you may suffer if you fail to do so. We strongly recommend that you purchase comprehensive travel insurance to cover all your travels.

We will attempt to notify you if your flight is affected as soon as possible after the missed flight via SMS and/ or email, which will include instructions on what needs to be done if you wish to retain the onward or return sectors in your Booking, provided you have given us or our Authorised Agent your contact information such as a valid email address and mobile number. Scoot or our Authorised Agent will not be liable to you for any loss that you may suffer if our attempts to reach you are unsuccessful. In any case, it is your responsibility to call a Scoot Call Centre to re-confirm your onward or return sectors if you miss the first flight in a Booking regardless whether you received a notification or otherwise.

## **10 – ARRIVAL/ POST-FLIGHT**

### **10.1 – BAGGAGE COLLECTION**

You must collect your Checked Baggage as soon as it is available for collection.

### **10.2 – BAGGAGE NOT FOUND**

In the event that you cannot find your Checked Baggage, you must bring your Baggage Tag(s) to a member of Scoot staff, or our Authorised Agent as soon as possible and in accordance with the time limits established by any applicable Convention.

### **10.3 – BAGGAGE RELEASE**

Only the Guest listed on the Baggage Tag(s) is entitled to collect the Checked Baggage. If you cannot produce the Baggage Tag(s) we will require the following in order to release the baggage to you:

- Produce adequate proof of entitlement to it;
- Undertake in writing to us that you will reimburse us for any loss, damage or expense incurred as a result of that release; and
- Comply with any other applicable directions given to you by us.

### **10.4 – DISPOSAL OF BAGGAGE BY SCOOT**

- a) You shall collect your Baggage as soon as it is available for collection at your destination. If you do not collect your Checked Baggage and you have not claimed it within fourteen (14) days after your flight, we will try to contact you if your baggage can be identified as belonging to you. If we cannot identify you or contact you after a reasonable effort, we may donate or otherwise dispose of it without notifying you and without liability on our part.
- b) If we are able to identify and contact you and you claim your baggage, you may be charged a storage fee at the applicable airport rate.
- c) We are not liable for any loss you may suffer if you leave Cabin Baggage on an aircraft when you disembark or if you leave any belongings in the airport terminal.

### **10.5 – COLLECTING THE WRONG BAG**

If you happen to collect the wrong bag from the baggage carousel, it is your responsibility to immediately return the bag at your own cost to our staff or our Authorised Agent at the airport where you claimed the bag. You will be responsible for any costs associated with delivering the baggage to its rightful owner.

## **11 – REFUNDS (This section is not applicable to flights to and from the United States)**

### **11.1 – NO REFUNDS**

Except where required by law or government regulation, or where stated in these Conditions, no refunds will be given for unused, or partly used, fares, ancillary products, associated fees, charges, surcharges and taxes.

Should you not travel on your Booking, the fare and associated fees and charges will be forfeited without refund.





Refunds for third-party products or services are governed by the provider terms and conditions and must be requested through the third-party service provider.

## **12 – GUEST RESPONSIBILITY**

### **12.1 – YOUR RESPONSIBILITIES**

Scoot expects you to take a part in ensuring that you and your fellow Guests have a smooth and enjoyable travel experience; before, during and after your flight:

- a) You assume sole responsibility for all pre-travel planning – including, but not limited to travel document validity, visa requirements, health requirements, destination details (see 3.1).
- b) You shall submit to any security checks performed by government or airport officials, or Scoot.
- c) If required, you shall attend inspection of your Baggage, checked or unchecked, by Scoot, customs or other government officials. You acknowledge that Scoot is not liable for any loss or damage suffered by you through failure to comply with this requirement.

### **12.2 – ONBOARD CONDUCT**

In order to maximise the safety and comfort of you and all Guests, you must comply with the following requirements, and all other directions of any crew member on your Scoot flight(s), 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, tablets, recorders, radios, CD players, MP3 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 12.5);
- If you drink alcohol, drink only in moderation and only alcohol served on your Scoot flight as part of our inflight bar service;
- Use infant restraints as directed; and
- Do not behave in a manner to which other Guests may reasonably object.

### **12.3 – CONTROL OF GUESTS**

In our effort to maintain Guest safety and comfort, we may restrain or remove you from any flight and/or refuse further usage of Scoot's services, 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 Guests may reasonably object;
- Interfere with a crew member who is performing his or her duties aboard an aircraft; or
- Tamper or interfere with the aircraft or its equipment.
- Repeatedly file frivolous complaints before any judicial, arbitral or other authority and/or harass Scoot's staff or representatives in any manner.

If we find it necessary to offload you, you may be refused further carriage on Scoot, may be prosecuted for offences committed on board the aircraft, and may not receive a refund.

### **12.4 – DIVERSION COSTS**

You are responsible for and will indemnify Scoot for any and all costs associated with a flight diversion or landing at an unscheduled airport as a result of your improper behaviour as described in 12.2 and 12.3 including, but not limited to, fuel, landing, take off and parking charges.

### **12.5 – SMOKING STRICTLY PROHIBITED**

Smoking and use of electronic cigarettes are not permitted at any time on any Scoot flight.



#### 12.6 – REFUSAL OF ENTRY

The below provisions apply in the event that you are denied entry by immigration officials at your destination:

- a) Scoot will not refund any fare or associated fees, charges and taxes for travel to the point of refusal of entry or deportation;
- b) You agree to pay the applicable fare and charges and taxes, whenever Scoot, under government order, is required to transport you to your point of origin or an alternative destination;
- c) You are responsible to pay any fines, expenses or charges that result from a refusal of entry, deportation order, or failure to comply with any other laws, regulations, demands or orders. If Scoot incurs any costs for these same reasons, you agree to promptly reimburse Scoot for all amounts paid by Scoot, including reasonable attorneys' fees. In the event you fail to promptly reimburse Scoot, you authorise Scoot to charge your credit card for any such amounts;
- d) You acknowledge that Scoot may apply towards such payment or expenditure the value of any unused carriage on your itinerary, or any of your funds in our possession.

#### 12.7 – COMPLIANCE, SECURITY INSPECTIONS

You are solely responsible for complying with all laws, regulations, orders, demands and requirements of any country, state or territory on any part of your journey, including stopover or connecting points and with these Conditions, notices and instructions given by us. You shall submit to any security or health checks by government or airport officials or by us. Scoot shall not be responsible 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 the above.

### **13 – SCOOT LIABILITIES (This section is not applicable to flights to and from the United States)**

#### 13.1 – SCOOT CONDITIONS OF CARRIAGE

These Conditions along with those set out in your Booking and our website govern Scoot's liability to you. The liability of any other Carrier included in your journey is governed by that Carrier's conditions of carriage.

#### 13.2 – GOVERNED BY CONVENTION

International Carriage will be governed by the Convention, where applicable, or under these Conditions of Carriage and applicable laws where the Convention does not apply. Our liability may be limited in respect of death or injury and for destruction or loss of, or damage to, Baggage, and for delay.

#### 13.3 – NEGLIGENCE BY YOU

If we prove that any damage was caused by, or contributed to by you, our liability may be reduced in accordance with applicable laws.

#### 13.4 – SCOOT LIABILITY FOR DEATH / INJURY

- a) International Travel
  - i. For any recoverable compensatory damages arising under Article 17 of the Convention (if the Convention applies to your journey) up to the sum of the equivalent of 113,100 SDRs (about SGD\$225,000), we will not exclude or limit our liability, provided that if in accordance with applicable law a different limit of liability is applicable such different limits shall apply. However, any liability we may have for damage will be reduced in accordance with applicable law by any negligence on your part that causes or contributes to the damage;
  - ii. We will not be liable for damages arising under Article 17 to the extent that they exceed for each Guest is 113,100 SDRs (about SGD\$225,000), provided that if in accordance with applicable law a different limit of liability is applicable such different limits shall apply, if we prove that:
    - 1) Such damage was not due to the negligence or other wrongful act or omission of us or our agents; or
    - 2) Such damage was solely due to the negligence or other wrongful act or omission of a third party.



b) General

- i. Subject to 13.2, we are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition;
- ii. Subject to inconsistency with any applicable statute, we shall not be liable for nervous shock, psychiatric or psychological injury, hurt feelings, distress, anguish, grief, anxiety, aggravation or the like, regardless of the cause or the basis of the claim.

13.5 – SCOOT LIABILITY FOR DAMAGED BAGGAGE

a) International Travel

- i. For International Travel, Scoot's liability for loss or damage to baggage is limited by applicable legislation or Convention according to the journey involved. For example, where the Warsaw Convention applies, the limit will be approximately US\$20 (about SGD\$25) per kilo.

b) General

- i. Scoot will be liable only for major Damage occurring during carriage booked on our Airline Designator Code. If we check Baggage on the flight of another carrier, we only do so as agent for that Carrier. Nevertheless, with respect to Checked Baggage, you may also have a right of action against the first or last Carrier;
- ii. Scoot is not liable for any Damage to your Cabin Baggage unless such Damage is caused by our negligence;
- iii. Scoot is not liable for any Damage caused by your Baggage. You are responsible for any Damage caused by your Baggage to other persons or property, including our property;
- iv. Scoot is not liable for normal wear and tear of Baggage such as small scratches, scuffs, dents, cracks and cuts; or for unsuitably packed, perishable, damaged or fragile baggage, for water damage to non-water resistant baggage or any damage to external fixtures such as handles, wheels, zippers or locks, including luggage tags, luggage belts, insignia or similar.

Except to the extent required by law, Scoot is not liable for Damage/loss/delay to contents of your Checked Baggage. This includes, but is not limited to, fragile or perishable items, items with a special value, such as money, jewellery, precious metals, computers, personal electronic devices, share certificates, bonds and other valuable documents, or passports and other identification documents.

13.6 – ITEMS ON LIMITED RELEASE

- Sporting Equipment including but not limited to large fishing rods, bicycles, scooters, surfboards, body-boards, snowboards and skis can be carried in the hold of the aircraft subject to space being available. Scoot is prepared to carry such items on a 'limited release' (i.e. entirely at your own risk for damage or delay) basis. You may want to purchase insurance to cover these items.
- Infant Equipment including but not limited to prams, buggies and car seats may be carried in the hold of the aircraft subject to space being available. Scoot may carry such items on a 'limited release' (i.e. entirely at your own risk for damage or delay) basis. You may want to purchase insurance to cover these items.
- Musical Instruments including but not limited bugle, clarinet, flute, piccolo, trumpet, violin or viola may be carried in the hold of the aircraft subject to space being available. Scoot may carry such items on a 'limited release' (i.e. entirely at your own risk for damage or delay) basis. You may want to purchase insurance to cover these items.

13.7 – GENERAL

- a) Scoot is not liable for any damage arising from its compliance with any laws or government regulations or your failure to comply with the same;
- b) These Conditions (including any exclusion or limitation of liability) shall apply to and be for the benefit of Scoot's Authorised Agents, employees and representatives and agents to the same extent as they apply to us. The total amount that you can recover from Scoot, its Authorised Agents, employees, representatives and agents shall not be more than the total amount of Scoot's liability, if any;
- c) Except where these Conditions of Carriage state differently, our liability shall be limited to proven compensatory damages, and in any event, we shall not be liable for (i) any loss of profits, revenue,



- contracts, sales, anticipated savings, goodwill and reputation; or (ii) indirect, consequential losses, or (iii) any form of non-compensatory damages.
- d) Nothing in these Conditions of Carriage:
- i. Except where stated otherwise by Scoot, gives up any exclusion or limitation of liability to which Scoot is entitled under any laws which may apply; or
  - ii. Gives up any defence available to Scoot under any laws which apply including against any public social insurance body or any person liable to pay, or who has paid, compensation for the death, wounding or other bodily injury of a Guest.
- e) Liability for breach of condition or warranty: To the extent permitted by law, Scoot excludes all liability for any costs, expenses, losses or damages whatsoever that may arise in any way in connection with the carriage. If the Unfair Contracts Terms Act (Cap 396) or any similar law implies a condition or warranty that cannot be excluded, the liability of Scoot for a breach of the condition or warranty will be limited to either supplying the services again or paying the cost of having the services supplied again, as determined by Scoot in its absolute discretion.

## **14 – ADDITIONAL PROVISIONS APPLICABLE TO FLIGHTS TO AND FROM THE UNITED STATES**

### **14.1 – SPECIAL SERVICES**

- a) Scoot requires passengers with a disability to provide up to 48 hours' advance notice and check-in one hour before the check-in time for the general public for International flights if such passenger wishes to receive any of the following service accommodations:
- i. Provision by Scoot of hazardous materials packaging for a battery for a wheelchair or other assistive device;
  - ii. Transportation of a service animal on a flight segment scheduled to take 8 hours or more;
  - iii. Transportation of an emotional support or psychiatric service animal in the cabin;
  - iv. Accommodation of a group of ten or more qualified individuals with a disability, who make reservations and travel as a group; and
  - v. Accommodation of a passenger who has both severe vision and hearing impairments.
- b) When Travel Assistance is Required
- i. If Scoot determines that an assistant is essential for safety, Scoot may require that an individual with a disability, meeting any of the following criteria travel with an assistant as a condition of being provided air transportation:
  - ii. A person who, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from Scoot, including required safety briefings.
  - iii. A person with a mobility impairment so severe that the person is unable to physically assist in his or her evacuation of the aircraft; or
  - iv. A person who has both severe hearing and severe vision impairments if the person cannot establish some means of communication with Scoot personnel adequate to permit the transmission of the required safety briefing.
- c) If because there is not a seat available on a flight for an assistant whom Scoot has determined to be necessary, a disabled passenger with only one confirmed reservation is unable to travel on the flight, the individual with the disability shall be eligible for Denied Boarding compensation.

### **14.2 – MEDICAL SERVICES**

- a) Passenger-Provided Portable Oxygen Concentrators
- i. Scoot accepts pre-approved portable oxygen concentrators (POC) that may be carried on board flights at no charge, in accordance with specific Federal Aviation Administration (FAA) requirements. Passengers utilizing POCs are required to give Scoot a minimum 48 hours advance notice and check-in one hour before the check-in time for the general public. Details of the acceptable POC model types are listed on our website.
  - ii. POCs are assistive devices for Passengers with disabilities. As such, they do not count toward carry-on or checked baggage limits, whether or not they are used on board. All POCs must be able to fit underneath the seat or in an overhead storage compartment. A Passenger using a POC may not sit in an exit row or bulkhead seat. Additionally, a Passenger using a POC during take-off and landing may not sit in an aisle seat.



- iii. Scoot is not liable for POC equipment failures, failure of the batteries that power the POC, or any other losses or damages alleged by the Passenger or any other person arising out of the use or possession of the POC, unless caused by the gross negligence or wilful misconduct of Scoot.

#### 14.3 – EXTRA SEAT AND GUESTS OF SIZE

- a) For Guests requiring or wanting an extra seat, advance notice must be provided at least three (3) days before departure through a Scoot Call Centre. Scoot will charge the prevailing fare for two guests. In order to ensure adjacent seats are available, advance seat assignment will also be required and charged at the rate listed in the Fees Chart. The booking is subject to seat availability and must be made via a Scoot Call Centre. Guests requiring or wanting an extra seat as part of an interline journey may not purchase an additional seat by any other method.
- b) Guests of Size may be required to purchase the adjacent seat or an upgrade to ScootBiz at the prevailing fare and seat selection fee (where applicable) for two guests. In the event that no adjacent seat or ScootBiz upgrade is available, a Guest of Size will need to rebook two seats on the next available flight which has two adjacent seats or a ScootBiz upgrade. Should a Guest of Size decide not to upgrade to ScootBiz or book an extra adjacent seat, Scoot will provide the Guest of Size a full refund of their original fare.

#### 14.4 – SERVICE ANIMALS

- a) No animal other than a dog is permitted in the passenger cabin as a service animal or emotional support or psychiatric service animal.
- b) You must notify Scoot at least 48 hours before the scheduled departure of your flight that you intend to be accompanied by a service dog (this applies only to flight segments scheduled to take eight hours or more) or an emotional support or psychiatric service dog (this applies to flight segments of any length), and you must check in at least one hour prior to our published standard check-in times.
- c) You must provide evidence either at the time of reservation or at the time of check-in at the airport that the accompanying dog is a service dog. For a service dog other than a dog used as an emotional support or psychiatric service dog, the evidence can be in the form of an identification card, other written documentation, tag or the credible verbal assurance of the owner.
- d) If you will be accompanied by a service dog on a flight segment scheduled to take eight hours or more, you must provide documentation that the dog will not need to relieve itself during the flight or that the dog can relieve itself on the flight in a way that does not create a health or sanitation issue, in which case the documentation should explain the manner in which the dog will relieve itself and how you will manage the dog's waste. You must bring whatever absorbent or other material is required for this purpose. We encourage you to obtain a signed certification from the dog's licensed veterinarian.
- e) If you will be accompanied by an *emotional support or psychiatric service dog*, you must provide the following two documents:
  - i. Relevant documentation that the dog will not need to relieve itself during the flight or that the dog can relieve itself on the flight in a way that does not create a health or sanitation issue, in which case the documentation should explain the manner in which the dog will relieve itself and how you will manage the dog's waste. You must bring whatever absorbent or other material is required for this purpose. We encourage you to obtain a signed certification from the dog's licensed veterinarian.
  - ii. Signed certification, no older than one year from the date of the scheduled flight, from a licensed mental health professional (such as a psychiatrist, a psychologist, or a licensed clinical social worker), on that professional's letterhead, stating the following: (a) you have a mental or emotional disability recognized in the Diagnostic and Statistical Manual of Mental Disorders (4th edition); (b) you need the emotional support or psychiatric service dog as an accommodation for your air travel and/or for activity at your destination; (c) the documentation is being provided by a licensed mental health professional and the passenger is under the care of such professional; and (d) the date and type of the mental health professional's license and the State or other jurisdiction in which it was issued.
- f) If you fail to provide the required documentation, your dog will not be allowed to be carried in the passenger cabin. We will carry your dog in the cargo compartment on that flight free of charge, provided you furnish a suitable kennel and that there is space available.



- g) We may need to change your seat location if necessary to ensure that your dog does not obstruct an aisle or other area, such as an exit row, that must remain unobstructed to facilitate an emergency evacuation.
- h) We encourage you to prepare the service dog for the flight by exercising the dog and limiting its fluid intake before the flight.
- i) We recommend the use of a safety harness for the dog for use during take-off, landing, or whenever the "fasten seat belt" sign is illuminated.
- j) It is your responsibility to ensure the dog does not engage in any threatening or disruptive behaviour at the gate or on the aircraft, such as growling, snarling, lunging at, or attempting to bite another person. If your dog engages in such behaviour, we may need to place the dog in the cargo compartment, at no additional cost to you, provided you furnish a suitable kennel and there is space available.
- k) It is your responsibility to ensure that your service dog or emotional support or psychiatric service dog has all the documentation necessary to enter your country of destination, including documentation with respect to vaccinations, treatments, and tests.

#### 14.5 – TAXES AND CHARGES

You must pay all taxes, charges, surcharges and fees (herein referred to as "Taxes and Charges") imposed by a government, municipal, carrier or airport authority. You must also pay the administration fees and charges of Scoot in relation to your Booking. Taxes and charges will usually be stated separately on your ticket.

#### 14.6 – FEES

Any payment for products or services marketed or offered by Scoot, but provided by a third party, are governed by that provider's terms and conditions.

#### 14.7 – BAGGAGE

##### a) Baggage Allowance

- i. A limited amount of Cabin Baggage may be carried on board provided it complies with these Conditions (see 14.7(b) and 14.7(c)) and Fare Rules of the Fare Product selected and specified on your Itinerary (see Fare Rules). Infants not occupying a seat have no Cabin Baggage allowance.
- ii. Checked Baggage allowance varies by Fare Product. Certain Fare Products do not include any Checked Baggage allowance, while others include a minimum free Checked Baggage allowance. Your Checked Baggage allowance is determined by the Fare Product selected and specified on your Itinerary. For additional details, please see the Fare Rules. Checked Baggage must comply with these Conditions. Infants not occupying a seat have no Checked Baggage allowance.
- iii. For interline journeys, baggage allowances are assigned for each distinct sector of your journey. Any excess baggage allowances may be added, and subject to separate fees and charges, on a per sector basis.

##### b) Prohibited Items

Scoot will not accept for transport or carry, and you must not attempt to bring the following items on board as Cabin or Checked Baggage:

- i. Items not properly packed in suitcases or other suitable containers in order to ensure safe carriage with ordinary care and handling;
- ii. Items prohibited by any applicable national or international law, regulation or order;
- iii. Weapons of any type, including ammunition;
- iv. 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);
- v. Items which are likely to endanger the aircraft or persons or property on board the aircraft, or items that may become or are dangerous, such as those items specified in the International Air Transport Association (IATA) Dangerous Goods Regulations. Further information is available from Scoot on request;



- vi. Items we reasonably determine are unsuitable for carriage because they are dangerous, unsafe or because of their weight, size, shape or character, or which are fragile or perishable;
  - vii. Human or animal remains;
  - viii. Animals (other than service dogs on flights to and from the United States as described in Section 14.4);
  - ix. Brief cases and attaché cases incorporating dangerous goods such as lithium batteries or pyrotechnic devices; and
  - x. Disabling devices such as mace, pepper spray, etc., containing an irritant or incapacitating substance are totally forbidden.
- c) Cabin Baggage Restrictions
- i. All Cabin Baggage must comply with applicable size and weight restrictions. You must not include in Cabin Baggage knives, sharp objects or cutting implements of any kind and any length, whether of metal or other material, knitting needles, and sporting goods, must be packed in your Checked Baggage. They cannot be carried in your Cabin Baggage or on your person. If they are, the articles will be removed without notice to you and not returned. Odd-sized items within applicable size and weight restrictions can be brought on board as Cabin Baggage and stored in the overhead compartment, subject to space availability. The weight of the item will count as part of the Cabin Baggage allowance. If the item cannot fit in the overhead compartment, it will need to be checked in and may be subject to excess baggage fees payment as stated in the Fees Chart, or strapped to a seat and secured safely if it complies with applicable size and weight restrictions for Cabin Baggage, in which case an extra seat must be purchased at the prevailing fare for one guest and seat selection fee as listed in the Fees Chart, subject to a maximum of two (2) items per aircraft. All odd-sized items must be appropriately packed in a soft or hard shell case.
  - ii. Guests carrying hypodermic needles must declare them at the security screening point. Where possible, documentation or identification to confirm the Guest's medical condition must be produced. Medication must have a professionally printed label identifying the medication or a manufacturer's name or pharmaceutical label affixed. Please contact Scoot should you have a question.
  - iii. Scoot is not responsible for any damage to unchecked baggage, including personal items, unless the damage resulted from the actions of Scoot or that of Scoot's servants or agents.
  - iv. You must ensure that your Unchecked Baggage is sufficiently robust and well secured to withstand the usual and normal rigours of carriage by air without sustaining damage (except fair wear and tear) and that it is properly locked.
  - v. Special items may not be carried on board as part of Cabin Baggage, but may be taken as Checked Baggage and do not constitute part of the Checked Baggage allowance as stated in 14.7(a)(ii). Special items include:
    - 1) Bassinet;
    - 2) Car Seat;
    - 3) Stroller;
    - 4) Crutches\*; and
    - 5) Mobility and other Assistive Devices (including but not limited to wheelchairs and walkers).  
\*may be permitted as hand carry, however carriage is subject to the item meeting requirements in 14.7(c)(i) as well as security screening and acceptance by local authorities.
  - vi. Scoot reserves the right to examine the contents of any cabin baggage, irrespective of the type or category of cabin baggage, inclusive of baggage falling under the paid extra cabin bag category. Guests are advised to board the aircraft early.
  - vii. For interline journeys, the cabin baggage policy of the respective operating Carrier applies to each flight sector.
- d) Checked Baggage Restrictions
- i. You must not include in your Checked Baggage:
    - a. Fragile, delicate or perishable items;
    - b. Computers;
    - c. Items with a special value, such as money, jewellery, precious metals, silverware;
    - d. Negotiable papers, share certificates, securities or other valuable documents;
    - e. Cameras;
    - f. Personal electronic equipment;



- g. Electronic cigarettes;
  - h. Commercial goods or business documents; or
  - i. Passports and other travel documents.
  - ii. All Checked Baggage must comply with all applicable size and weight restrictions. Any deemed, in our assessment, as awkward or bulky including sports equipment will be subject to a separate and/or additional fee as specified on the Fees Chart.
  - iii. You must ensure that your Checked Baggage is sufficiently robust and well secured to withstand the usual and normal rigours of carriage by air without sustaining damage (except fair wear and tear) and that it is properly locked.
  - iv. For health and safety reasons, Scoot reserves the right not to accept any individual item as Checked Baggage that exceeds 32 kg.
  - v. We do not provide Checked Baggage transfers between Scoot flights or between Scoot flights and those of another Carrier, except otherwise specified in 9.5. It is your responsibility to use a baggage transfer service or claim your Checked Baggage and re-check it for your next flight. To re-check your Checked Baggage you will be required to clear all immigration and customs procedures at the connection airport. It is your responsibility to ensure you have all required visas and travel documentation.
- e) Valuables  
Scoot does not offer or provide any excess valuation or insurance services. Should you bring valuables onboard in your checked or unchecked baggage, you should have them insured separately.

#### 14.8 – LIMITATIONS ON TRANSPORT

- a) Right to Refuse Carriage:  
We may refuse carriage of you or your Baggage for the following reasons on flights to and from the United States:
- i. If refusal or removal may be necessary for the safety of you or other Passengers or members of the crew including but not limited to:
    - a. If you have used threatening, abusive or insulting words towards our ground staff or a member of the crew of the aircraft or otherwise behaved in a threatening manner;
    - b. If you fail to comply with or interfere with the duties of the members of the flight crew or applicable security rules and regulations.
    - c. If you have not obeyed the instructions of our ground staff or a member of the crew of the aircraft relating to safety or security;
    - d. If you are, or we reasonably believe you are, drunk or under the influence of alcohol or drugs to a degree that you may endanger yourself or other passengers or members of the crew (this does not apply to qualified disabled individuals whose appearance or involuntary behaviour may make them appear to be intoxicated or under the influence of drugs);
    - e. If you have put the safety of either the aircraft or any person in it in danger;
    - f. If you, through a result of your conduct, cause a disturbance such that the captain or member of the cockpit crew must leave the cockpit in order to attend to the disturbance;
    - g. If you have made a threat;
  - ii. You are unwilling or unable to follow Scoot's policy on smoking or use of other smokeless materials;
  - iii. If you are incapable of completing a flight safely, without requiring extraordinary medical assistance during the flight, as well as if you appear to have symptoms of or have a communicable disease or condition that could pose a direct threat to the health or safety of others on the flight, or if you refuse a screening for such disease or condition. (NOTE: Scoot requires a medical certificate for Passengers who wish to travel under such circumstances. Visit Scoot's website, [www.flyscoot.com](http://www.flyscoot.com), for more information regarding Scoot's requirements for medical certificates on flights to and from the US);
  - iv. If your physical or mental condition is such that, in Scoot's sole opinion, you are rendered or likely to be rendered incapable of comprehending or complying with safety instructions without the assistance of an escort. The escort must accompany you at all times; and
  - v. If you are an unaccompanied passenger who is both blind and deaf, unless you are able to communicate with Scoot's staff by either physical, mechanical, electronic, or other means. If this is the case, you must inform Scoot of the method of communication to be used;





- vi. If you have committed misconduct on a previous flight and we are not satisfied that misconduct will not recur;
- vii. If you have refused to submit to a security check;
- viii. Such action is necessary in order to comply with any applicable law, regulations or orders of any state or country to be flown, from, into or over; or
- ix. 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 for the Ticket) have not been complied with; or
- x. You do not appear to be properly documented;
- xi. You may seek to enter a country through which you are in transit;
- xii. You destroy or otherwise dispose of your documentation during flight; or
- xiii. Because your Booking
  - a. Is not paid for;
  - b. Has been transferred;
  - c. Has been acquired from someone other than us or an Authorised Agent;
  - d. Contains an alteration which has not been made by us or an Authorised Agent or has been mutilated or is otherwise unreadable; or
  - e. Is counterfeit or otherwise invalid
- b) Acceptance for carriage of children, incapacitated persons, pregnant women or persons with illness may be subject to prior arrangement with Carrier, in accordance with this Contract of Carriage and Scoot's Regulations.

#### 14.9 – CANCELLATION, CHANGES OF SCHEDULE, ETC.

If we cancel or delay a flight, are unable to provide previously confirmed space, or make a significant schedule change (flight retiming of 3 hours or more) more than 24 hours before your scheduled departure time we shall either:

- a) Carry you on another of our scheduled Passenger services on which space is available; or
- b) Re-route you to the destination indicated on the Ticket or applicable portion thereof by our own scheduled services or the scheduled services of another carrier, or by means of surface transportation. If the sum of the fare, excess Baggage charge and any applicable service charge for the revised routing is higher than the refund value of the Ticket or applicable portion thereof, we will not require additional fare or charges from you and will refund the difference if the fare and charge for the revised routing are lower; or
- c) Offer you a travel voucher at least equal to your itinerary value, valid for twelve (12) months from the date of issue; or
- d) Make a refund in accordance with the provisions of Section 14.10 and shall be under no further liability to you.

#### 14.10 – REFUNDS

- a) Generally, all Scoot tickets are non-refundable. However, following our failure to provide carriage in accordance with the Conditions of Contract, refund for an unused Ticket or portion thereof will be made by us in accordance with this Article and with our Regulations.
- b) Involuntary Refunds
  - i. Upon the occurrence of any of the events set out in Section 14.9 (a) except as otherwise provided by the applicable Convention, the options outlined in Article 14.9.a(i) through 14.9.a (iv) are the sole and exclusive remedies available to you and we shall have no further liability to you.
  - ii. If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at a point to which the Passenger is destined or ticketed to stopover, are unable to provide previously confirmed space or cause you to miss a connecting flight in which we are responsible pursuant to section 9.5, the amount of refund will be:
    - a. If no portion of the Ticket has been used, the amount equal to the fare paid.
    - b. If a portion of the Ticket has been used, the refund will be the higher of:
      - The one-way fare (less applicable discounts and charges) from point of interruption to destination or point of next Stopover; or
      - The difference between the fare paid and the fare for the transportation used.
- c) Refund to Credit Cards Accounts



Refund due on tickets paid for with a credit card can only be credited to the credit card account used for the original purchase. The refundable amount to be paid by us will be in accordance with the rules within this article only on the basis of the amount and the currency entered in the ticket. The refundable amount to be credited to the credit card account of the card owner can vary from the originally debited amount by the credit card company for the ticket due to differences in rates of currency conversion. Such variations do not entitle the recipient of the refund to claim against us.

#### 14.11 – SCOOT LIABILITIES

##### a) Applicable law

The liability of each carrier involved in your journey will be determined by applicable law and these conditions of carriage. Applicable law may comprise of the Warsaw Convention or the Montreal Convention and/or local law in individual countries. The Warsaw Convention and the Montreal Convention apply to carriage/transportation, as defined in those instruments. Provisions concerning our liability are set out in Articles 14.11 (b) – 14.11 (e) below.

##### b) Scope of liability

SCOOT will be liable only for Damage occurring during carriage on flights or flight segments operated by us or in relation to which we have a legal liability to you. If we issue a Ticket or if we check Baggage for carriage on another carrier, we do so only as agent for the other carrier. Where transportation of your Baggage is performed by successive carriers (as defined by the Warsaw Convention or the Montreal Convention, as applicable), you may make a claim against the first or last carrier.

##### c) General Limitations

- i. Wherever the Warsaw Convention or the Montreal Convention applies to your carriage, our liability will be subject to the rules and limitations of the applicable Convention, as amended by other applicable law.
  - ii. We will be wholly or partly exonerated from liability if the Damage was caused or contributed to by your negligence or that of the person from whom you derive your rights or, if different, the person suffering the damage.
  - iii. Except to the extent inconsistent with the Warsaw Convention or the Montreal Convention, SCOOT is not 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.
  - iv. In some circumstances, SCOOT may be wholly or partly exonerated from liability if the Damage did not result from our negligence or, alternatively, resulted from the negligence of a third party.
  - v. Except where other specific provision is made in these Conditions of Carriage, SCOOT shall be liable to you only for recoverable compensatory damages for proven losses and costs in accordance with the Warsaw Convention or the Montreal Convention, as applicable.
  - vi. The contract of carriage, including these Conditions of Carriage and all applicable exclusions and limits of liability, applies for the benefit of our Authorised Agents, servants, employees and representatives to the same extent as they apply to SCOOT. The total amount recoverable from SCOOT and from such Authorised Agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.
  - vii. Nothing in these Conditions of Carriage:
    - a. shall waive any exclusion or limitation of our liability under the applicable Convention or laws unless otherwise expressly stated by us; or
    - b. prevents us from excluding or limiting our liability the applicable Convention or any laws which apply or gives up any defence available to us thereunder against any public social security body or any person liable to pay, or who has paid, compensation for the death wounding or other bodily injury of a Passenger.
- d) Death or injury of passengers: In the event of death, wounding or other bodily injury suffered by a passenger as a result of an accident covered by the applicable Convention:
- i. We will not be liable for damages in excess of 113,100 Special Drawing Rights per Passenger where we can prove that the Damage was not due to the negligence or other wrongful act or omission of us or our servants or agents; or such Damage was solely due to the negligence or other wrongful act or omission of a third party.
  - ii. SCOOT may make an advance payment to meet immediate economic needs of the person entitled to claim compensation. Should SCOOT make an advance payment it is subject to the following conditions:



- a. An advance payment shall not constitute recognition of liability;
  - b. an advance payment will be off set against any subsequent sums paid in respect of our liability;
  - c. An advance payment will not be returnable to Scoot unless we prove that (i) the Damage was caused or contributed to by the negligence or other wrongful act or omission of the Passenger to whom the payment relates or, if different, the person claiming compensation or the person from whom he or she derives his or her rights, or (ii) the person who received the advance payment was not the person entitled to compensation under applicable law;
  - iii. We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.
  - iv. We reserve all rights of recourse and subrogation against all third parties.
  - v. US Notice  
Wherever liability for your journey does not rest with us and it is the case that the Montreal Convention does not apply and the carrier has not waived the Warsaw Convention limits for death or bodily injury and the defence that it has taken all necessary measures to avoid the Damage up to the national currency equivalent of 113,100 Special Drawing Rights of any such claim, the Warsaw Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of such carriers for death of or personal injury to Passengers is limited in most cases to proven Damages not to exceed (i) US\$75,000 per Passenger in the case of journeys to, from, or with an agreed stopping place in the United States of America, and that this liability up to such limit shall not depend on negligence on the part of the carrier; and (ii) US\$10,000 or US\$20,000 in the case of journeys not to, from, or with an agreed stopping place in the United States of America.  
The names of carriers party to such special contracts are available at all ticket offices of such carriers and may be examined on request. Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or the Montreal Convention or such special contracts of carriage. For further information, please consult your airline or insurance company representatives.  
**Note:** The limits of liability of US\$75,000 above is inclusive of legal fees and costs except that in case of a claim brought in a state where a provision is made for separate award of legal fees and costs, the limit shall be the sum of US\$58,000 exclusive of legal fees and costs.
- e) Baggage
- i. Scoot will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our negligence.
  - ii. Except as provided in Section 14.11 (e) (iv) Scoot's maximum liability is limited to the local currency equivalent of 1,131 Special Drawing Rights per Passenger for Unchecked and Checked Baggage.
  - iii. Except as provided in Section 14.11(e) (iv) our maximum liability is limited to the national currency equivalent of 375 SDRs (as determined by applicable law) per passenger for Unchecked Baggage and the national currency equivalent of 19 SDRs per kilogram (as determined by applicable law) for Checked Baggage where the Warsaw Convention applies, and to a maximum of the national currency equivalent of 1,131 SDRs per passenger for Unchecked and Checked Baggage where the Montreal Convention applies. All claims made under the Montreal Convention must be substantiated by documented proof of purchase, including date and price of purchase. Depreciation will be deducted.
  - iv. The maximum limits of liability stated in Section 14.11(e)(ii) shall not apply if the Damage resulted from an act or omission of the carrier done with intent to cause Damage or recklessly and with knowledge that Damage would probably result.
  - v. Where applicable law provides that different limits of liability are applicable to Unchecked Baggage and/or Checked Baggage, such different limits shall apply.
  - vi. We consider you negligent if you choose to carry as Checked Baggage inappropriate items including but not limited to fragile or perishable items, valuable items (including, but not limited to, money, jewellery, precious metals, computers, personal electronic devices) (unless applicable law or regulation requires such items to be carried as Checked Baggage) any medication or medical equipment which may be required in-flight or during your trip or which cannot be swiftly



replaced if lost or damaged, house or car keys, valuable documents (including, but not limited to, business documents, passports and other identification documents, negotiable papers, securities, deeds), or samples.

- vii. Except to the extent inconsistent with the Warsaw Convention or the Montreal Convention (where applicable), we shall have no liability whatsoever for damage to articles contained in unlocked or unsecured Baggage. Neither will we accept liability for cosmetic and/or superficial damage caused to Baggage as a result of normal wear and tear during the course of any of the operations of carriage.
- viii. We shall have no liability for Damage to Baggage where Damage resulted from property contained in the Baggage.
- ix. We shall have no liability where the Damage resulted from the inherent defect, quality or vice of the Baggage. Likewise, we will not be liable for fair wear and tear of Baggage resulting from the usual and normal rigors of transportation by air (see also Sections 14.7(c) and (d) regarding the suitability of your Baggage for transportation by air).
- x. We shall not be liable for destruction, loss, damage or delay of Baggage which we are not in charge of, including Baggage undergoing security inspections or measures not under our control and direction.
- xi. Where your Baggage has a greater value than the limit of our liability stated in this section 14.11 (e), you should fully insure the value of the Baggage prior to travel. In any event, any portion of the value of your Baggage above our applicable limit of liability should be insured by you prior to travel.
- xii. We reserve all rights of recourse and subrogation against all third parties.

## 15 YOUR CLAIMS

### 15.1 – CLAIMS IN WRITING

Unless stated otherwise in these Conditions, Scoot requires all claims by you to be submitted in writing to our address within 90 days of the date of travel specified in the Booking:

M/S Scoot Tigerair Pte Ltd  
Changi Airport Post Office PO Box 1091  
Singapore 918158

### 15.2 – BAGGAGE CLAIMS

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.

We shall not be liable for baggage claims unless in the case of damage to Checked Baggage, you report the damage to Scoot staff or our Authorised Agent prior to leaving the baggage claim area, and at the latest, within seven (7) days from the date of receipt; and in the case of delay, unless the complaint is made at the latest within twenty-one (21) days from the date on which the baggage has been made available to you. Every complaint must be made in writing and postmarked within the times aforesaid.

All claims for damaged or delayed baggage are to be addressed to:

Scoot Tigerair Pte Ltd  
c/o Charles Taylor Aviation 140 Cecil Street  
#15-00 PIL Building  
Singapore 069540  
Fax: +65 6423 0150  
Email: [scootclaims@ctplc.com](mailto:scootclaims@ctplc.com)

### 15.3 – CLOTHING

Any incident involving damage to your clothing worn or taken into the aircraft cabin must be immediately reported to our cabin crew.



#### 15.4 – CLAIMS LIMITATION

Unless your right to claim for Damages has expired earlier as provided elsewhere in these Conditions, you will have no right to claim for Damages if court proceedings are not brought within two years from:

- The date of your arrival at your destination;
- The date the aircraft should have arrived; or
- The date on which your carriage stopped.

The method of calculating the period of limitation will be determined by the law of the court where the case is heard but in accordance with the provisions of the applicable law.