

Conditions of Carriage

There are a few rules, both for Tigerair and our customers, which you should know before flying with us. Please read more about Tigerair's conditions of carriage.

Below you will find Tigerair's conditions of carriage. Please use the navigation below to jump to a specific section if required. These Conditions set out the basis on which we provide our services to you and, among other things, seek to make you aware of the unpredictable nature of air travel and the rights you have as a consumer. We recommend you read these Conditions carefully.

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Article 1: General

1.1 Definitions

In these Conditions (where not inconsistent with the context):

"Airline Designator Code" means the two or three letter or number code issued by IATA to identify a Carrier and its flights. For example, Tigerair Australia's Airline Designator Code is 'TT'.

"Australian Consumer Law" means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

"Authorised Agent" means a duly licensed passenger sales agent who is authorised by Tigerair Australia to represent Tigerair Australia and sell Tigerair Australia services.

"Australian Domestic Travel" means carriage wholly within Australia which is not part of International Travel.

"Baggage" means your personal property accompanying you in connection with your trip. Unless otherwise specified, it includes both your Checked Baggage, Cabin Baggage and Sporting Equipment.

"Baggage Identification Tag" means a document issued by us solely for identification of Checked Baggage.

"Booking" means the details we have relating to a Journey by you as evidenced by the Flight Confirmation.

"Cabin Baggage" means any Baggage, other than Checked Baggage, brought by you into the aircraft cabin and may include Sports Equipment.

"Checked Baggage" means Baggage we take custody of for carriage in the hold and for which we issue a Baggage Identification Tag and may include Sporting Equipment.

"Codeshare Service" means a service which has a "TT" flight number but which is not operated by a Tiger Australia airline.

"Conditions" means these Conditions of Carriage, including all Policies, rules and other requirements referred to in the Conditions

"Convention" means (as applicable): the Convention for the Unification of Certain Rules Relating to International Carriage by Air (1929) ("Warsaw Convention"); the Warsaw Convention as amended at The Hague (1955); the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975); the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975); the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975); the Guadalajara Convention (1961); and the Montreal Convention (1999) ("Montreal Convention");

"Credit, Credit Account, Flight Credit" means a flight credit which provided by us in certain circumstances for use on Tigerair Australia services only.

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"Compensation Policy" means Tigerair Australia's customer compensation policy as amended from time to time and published on our Website.

"Damage" includes death or bodily injury to a Passenger, delay, loss, partial loss or other damage including to Baggage, arising out of or in connection with carriage or other services provided by us.

"Days" means a full calendar day. For the purpose of notification, the day upon which notice is dispatched shall not be counted.

"Destination" means the last destination shown on your flight confirmation. When not capitalised, destination refers to a generic point of arrival.

"Disruption" means a delay or cancellation within 72 hours of the flights' scheduled departure time

"Domestic Flight" means carriage wholly within Australia.

"Events Beyond Our Control" means events such as severe or inclement weather, natural events, strikes, security incidents, force majeure, or other events that may affect our ability to provide air transport as planned.

"Events Within Our Control" means events such as aircraft maintenance or crewing shortages, or other events within our reasonable control that may affect our ability to provide air transport as planned;

"Fare Conditions" means those additional terms and conditions attaching to the transport and services the subject of the Booking (of which you are notified at the time of booking and which are available on our Website);

"Flight Confirmation" means the documents issued, electronically or otherwise, by us confirming a Booking and containing a booking reference number.

"International Flight" means carriage by air between two countries.

"International Travel" means international carriage as defined in the Convention and includes any Domestic Flight which forms part of an international trip.

"Journey" means a flight or flights pursuant to a Booking and includes flights purchased in full or in part using Velocity Frequent Flyer points.

"Laws" means the laws of any nation which apply to your travel.

"Loss" means any injury, loss, damage, fine, charge, cost or expense, including consequential or indirect loss, loss of savings, business opportunities, revenue, profit and/or damage to goodwill;

"Passenger" means any person, except members of the crew, carried or to be carried in an aircraft with our consent.

"Policies" means Tigerair Australia's policies in relation to various aspects of travel, including Baggage, Compensation Policy and policies regarding the carriage of passengers requiring special assistance. Policies are published on our Website.

"Privacy Policy" means Tigerair Australia's privacy policy as published on our Website and amended by us from time to time.

"SDR" means a Special Drawing Right of the International Monetary Fund.

"Sector" means the flight from the airport at the point of origin to the airport at the point of destination.

"Seat" means a seat in our aircraft.

"Schedule Changes" means a schedule change outside of 72 hours of the flights' scheduled departure time.

"Sporting Equipment" means any sports equipment brought by you, which may be carried on a Tigerair service as either Cabin Baggage or Checked Baggage in accordance with our Policies.

"Tariffs" means our fares and charges published electronically or on paper and the conditions applicable thereto.

"Tigerair Australia" means 'Tiger Airways Australia Pty Limited ABN 52 124 369 008'.

"Travel Extras" means products or services purchased in addition to your fare such as cabin+, check-in luggage, queue jump, pre-order meals and seat selection.

"Virgin Australia International" means Virgin Australia International Airlines Pty Ltd (ACN 63 125 580 823).

"We, our, ourselves, us and Tigerair Australia" means 'Tiger Airways Australia Pty Limited ABN 52 124 369 008, Tiger International Number1 Pty Ltd (ACN 606 131 944) and Virgin Australia International Airlines Pty Ltd (ACN 63 125 580 823).

"Website" means the internet site <https://tigerair.com.au/> and any information contained there. References throughout these Conditions to particular web pages include all material found on the Website.

"you, your" means you, the Passenger.

Article 2: Applicability subject to overriding Law

2.1 The Booking and the contract for carriage between us and you is subject to these Conditions and any applicable Convention or Law. These Conditions apply except to the extent of any inconsistencies with any applicable Convention or Law, in which event such convention or laws will prevail to the extent of the inconsistency.

2.2 If any provision of these Conditions is void, illegal, invalid or unenforceable, the Conditions will be read down to the extent necessary to ensure they are not void, illegal, invalid or unenforceable.

2.3 These Conditions also apply to our employees, agents and representatives, all other carriers used by us to carry you and those carriers' employees, agents and representatives.

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2.4 You have certain rights under the Australian Consumer Law. These include consumer guarantees that the services we provide to you will be carried out by us with due care and skill, will be fit for a particular purpose we disclose and will be supplied within a reasonable time. Where we fail to provide services to you in accordance with these consumer guarantees or otherwise in accordance with these Conditions of Carriage or your Fare Conditions, then you may have a right to seek a remedy from us in accordance with our Policies and any applicable Law, including the Australian Consumer Law.

2.5. Our Policies set out the assistance and compensation we will provide to you in the event of certain flight disruptions or cancellations. You may also have additional rights to compensation under the Australian Consumer Law or other applicable Laws. or other applicable Laws.

2.6 These Conditions do not exclude or limit the consumer guarantees or any other statutory rights that you may have under applicable Laws that cannot be excluded or limited (including the Australian Consumer Law and the Civil Aviation (Carriers' Liability) Act 1959 (Cth)).

2.7 You must comply with all applicable Laws, regulations, orders and notifications in force relating to air transport and all conditions and instructions issued by us.

2.8 Carriage By Air

These Conditions apply to the carriage by air of Passengers and Baggage performed by us or on our behalf and to any liability we may have to you in relation to that carriage and transportation. If we transport you or arrange to transport you by means other than aircraft, e.g. by bus, train or boat, or arrange accommodation or car rental, we would normally do so only as an agent. There may be additional or different conditions of carriage applicable to those arrangements. Where these include limitations of liability that are lower than the limitations of liability in these Conditions (and are permitted by applicable Laws), the lower limitation will apply to your non-aircraft arrangements. If we arrange travel for you on a flight with another airline's Airline Designator Code, we do so only as agent for that airline and the other airline's conditions of carriage will apply. We will only be liable for Damage occurring during a Journey on Tigerair Australia.

Some Tigerair Australia flights may be operated by Virgin Australia International. These services utilise Virgin Australia International flight crew and aircraft with Tigerair Australia interior configuration, livery, product and cabin crew on board. These Conditions apply to your carriage on all flights marketed by Tigerair Australia, including any flights operated by Virgin Australia International.

Article 3: Before Your Flight

3.1 Your Health

You should be aware of health and safety issues which are relevant to you, and advise us about any health issues which affect your safety or health and the safety or health of others at the time you make your Booking. You should consult your doctor and then notify your Authorised Agent or our contact centre.

Risks Inherent to Being Seated for Extended Periods of Time. Sitting for extended periods of time may be a risk factor for some people forming blood clots in the legs, known as Deep Vein Thrombosis (DVT). You should discuss with your doctor whether you are at risk of suffering DVT, and if so, what preventative measures you should take.

Privacy of your health information. We will handle any health information you provide to us in accordance with our Privacy Policy.

3.2 Passports, Visas and Authorisations – International Travel

It is your responsibility to comply with all Laws, regulations and orders of your chosen destinations. You should consult with the government which issued your passport, and consider the following:

You must have a valid passport with a minimum expiry date of 6 months to travel with us. If your passport has an expiry date of between 6 months and 12 months, we recommend you check whether this is sufficient for your chosen destinations and time away;

Check with the government which issued your passport, and the consulates of your chosen destinations, to see whether you need a visa or other travel document, or other information such as vaccination records; and

Find out about any dangers to your health and safety at your chosen destinations.

The items set out in Article 3.2(a) are given as a guide only. It is your responsibility to ensure that you have all required authorisations and documentation for your travel. Any assistance which we may provide you in this area does not release you from your obligation.

You should check relevant government websites to find out about any dangers and risks to your health and safety at your chosen destination. You can do this by checking with government agencies like the Australian Department of Foreign Affairs.

3.3 Adequate Travel Insurance Protection

Air travel is inherently unpredictable. The safety of our passengers and crew is our number one priority. Sometimes we will need to delay or cancel your flight due to reasons such as natural disasters, bad weather, technical and other reasons. If you are travelling for a particular purpose, you should carefully consider your travel plans and ensure you allow plenty of extra time when booking in case of disruptions. Travel may involve many risks to a passenger's health and safety and possible exposure to liability. Subject to applicable Laws, Tigerair Australia's liability to passengers is limited as set out in these Conditions. It is strongly recommended passengers take out adequate travel insurance to cover themselves in such circumstances including to cover any losses you might incur if for any reason you are unable to travel on your planned travel date.

Article 4: Validity

A Booking is valid only for provision of the transport and services in respect of which it is accepted by The Booking is only valid for the Passenger(s) named and the flight(s) specified in the Flight Confirmation subject to any subsequent changes in accordance with these Conditions. Subject to your rights under any applicable Law (including the Australian Consumer Law), a Booking expires if the passenger has not travelled by the date of departure and will not be refunded. A Booking may be changed prior to the date of travel, in accordance with these Conditions and any relevant Policies, and is subject to payment of any applicable charges and fare difference as set out on the Website.

Article 5: Marketing and Promotional Material



You consent to receiving electronic messages and marketing communications from us containing marketing and promotional material, and subject to any applicable Laws, agree that we do not need to include an "unsubscribe" facility in any electronic message sent to you for the purposes of the Spam Act 2003 (Cth). We may contact you by text message, email or other digital service (such as through our applications that you install on your device such as mobile or iPad), phone or post to let you know about our flight specials and promotions, any new or existing products or services, and those of our related companies and partners, that may be of interest to you pre and post flight. You will receive these communications even if you have not subscribed to tigermail. You can read more about our marketing practices in our Privacy Policy, including how to manage your marketing communications preferences.

Article 6: Fares

6.1 Fares Correct At Time Of Publication

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

6.2 What Is Included In Your Fare

Your fare covers only carriage from the airport at the point of origin to the airport at the point of destination. It does not cover ground transport services between airports and between airports and town terminals unless specifically stated by us. Unless specified at the time of making a Booking, your fare does not include meals, refreshments, checked baggage or any other travel extras. We may charge for these services along with a reasonable administration fee. Subject to your rights under applicable Laws including the Australian Consumer Law, unless we state otherwise at the time of making a Booking, we are not responsible to you for your failure to meet any connecting flights, whether on us or any other airline. Fares will be calculated in accordance with our Tariff in effect on the date of payment for the Booking for the flight or flights concerned. Any approved flight change may be subject to additional charges, as specified in these Conditions or on our Website.

6.3 Infants

An infant under the age of two (2) years on the date of travel may fly at the prevailing fee per Sector provided the infant is carried on an adult's lap. Only one (1) infant is allowed per adult. No baby seats or perambulators are allowed in the cabin of the aircraft. A child aged two (2) or over will require a separate Booking and Seat like any other Passenger. No infant less than seven (7) Days old will be accepted for carriage. Carriage of infants is subject to the conditions outlined on the Website.

6.4 Taxes, Fees And Other Charges

The price of the travel the subject of the Booking may include taxes, imposts or fees which are imposed by governments or other authorities in relation to air transportation. You may be required to pay taxes, imposts or fees which have not already been collected.

6.5 Currency

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

Article 7: Booking of Seats / Reservations

7.1 Reservation Requirements

Fares must be paid in full when a Booking is made. If for any reason whatsoever the fare has not been paid in full when a Booking is confirmed, we reserve the right to cancel the Booking at any time prior to check-in and/or to disallow you to board the aircraft. Your Booking is valid only after full payment of the fare is made and after we issue you a Flight Confirmation. Once confirmed, except as provided in these Conditions, our Customer Compensation Policy and under the Australian Consumer Law, the Booking cannot be cancelled and payments made are not refundable. You may be required to produce any credit card used in making a Booking. Reservations for passengers travelling in groups of ten (10) or more are subject to the instructions for carriage of groups which are set out on the Website.

7.2 Fare Conditions.

The Fare Conditions are set out on our website and include information about the flexibility of your fare and will state how restrictive your Fare is, whether or not the Fare can be changed and restrictions on refundability of your in circumstances other than when you may be entitled to a refund under the Australian Consumer Law (or our Compensation Policy). You should carefully consider the Fare Conditions, your requirements and your insurance cover before you pay for your Booking.

7.3 Personal Information

You agree that your personal information will be managed in accordance with our Privacy Policy. Our Privacy Policy is available on our website. If you would like to receive our Privacy Policy by post, please contact our Customer Care Centre.

We are required to collect your personal information in order to process your Booking and to communicate with you about your Booking. If we cannot collect from you the minimum amount of personal information required to complete your Booking, we will not be able to process your Booking, and a contract of carriage is not formed with us.

7.4 Seating

You may have requested to be placed in a certain Seat and/or cabin area during the booking process, through an agent or through our Customer Contact Centre. We may charge you a fee for these services. We will endeavour to accommodate your Seat request. However, we do not guarantee you any particular Seat. We may change your Seat at any time, even after you have boarded the aircraft for any reason, including for safety or operational reasons. You agree to accept any Seat that is made available to you on-board the aircraft by our flight crew. No smoking is permitted on any of our flights.

Article 8: Check-in and Boarding

8.1 Check-in Deadlines And Conditions

In order to check-in for a flight, you must check-in before the Check-in Deadline and follow the instructions for airport or web check-in, which are set out in our Website. Check-in for Domestic Flights closes strictly 45 minutes prior to the departure of your scheduled flight time regardless of whether you are travelling with or without Checked Baggage. Tigerair Australia reserves the right in any event, not to accept you for travel if you arrive at our airport check-in counter less than 45 minutes before the scheduled departure time of your flight ('Check-in Deadline'). It is your responsibility to ensure that you comply with these deadlines and instructions. You will not be able to check-in after the Check-in Deadline and you will not be able to check-in at the boarding gate. If you arrive late we will not hold the flight for you. Subject to your rights under the Australian Consumer Law, you will not be entitled to a refund if you fail to check-in on time. You are required to keep any documents we give you at check-in (such as your boarding pass and checked baggage receipt) until you complete your flight. You must allow us to make copies of these documents for security requirements and as required by law.

International

In order to check-in for an International Flight, you must check-in before the check-in deadline (as set out on your Flight Confirmation or on our Website) and follow the instructions for check-in, which are set out in our Website. Check-in for International Flights closes strictly 60 minutes prior to the departure of your scheduled flight time regardless of whether you are travelling with or without Checked Baggage. Tigerair Australia reserves the right in any event, not to accept you for travel if you arrive at our airport check-in counter less than 60 minutes before the scheduled departure time of your flight ('Check-in Deadline'). It is mandatory you bring with you a valid passport with minimum six (6) months validity, your Flight Confirmation/electronic ticket, and all necessary travel documentation for your Destination and your stopovers. It is your responsibility to ensure that you comply with these deadlines and instructions. You will not be able to check-in after the Check-in Deadline and you will not be able to check-in at the boarding gate. If you arrive late we will not hold the flight for you. Subject to your rights under the Australian Consumer Law, you will not be entitled to a refund if you fail to check-in on time. You are required to keep any documents we give you at check-in (such as your boarding pass and checked baggage receipt) until you complete your flight with us. You must allow us to make copies of these documents for security requirements and as required by Law.

8.2 Identity Requirements For Boarding

Whether you use web check-in or check-in at the airport, you may be required to present certain information relating to your flight and identity before you will be allowed to board. This must include the Flight Confirmation for the flight and acceptable forms of identification. For Domestic flights this needs to be a current form of identification and for International Flights it needs to be a valid passport with the required validity period of six (6) months. See our Website for further information. For infants not requiring their own seat, proof of age (under 2 years) may be required, such as birth certificate for Domestic Flights or a passport for International Flights. Infants not requiring their own Seat may be refused carriage or required to purchase a Seat if satisfactory proof of age (under 2 years) is not provided.

8.3 Boarding

Domestic

You must arrive at the boarding gate (after checking in) no later than thirty (30) minutes prior to the scheduled departure time of your Domestic Flight or as otherwise stated on your Flight Confirmation or as advised to you at check-in. Boarding closes ten (10) minutes prior to departure. Subject to your rights under the Australian Consumer Law, passengers arriving late at the boarding gate will not be accepted for travel, their bags will be offloaded and no refund given. For travel on a later flight, you will be required to make a new booking at the applicable fare.

International

You must complete all departure formalities (such as clearing Immigration) after checking in and arrive at the boarding no later than forty (40) minutes prior to the scheduled departure time of your International Flight or as otherwise stated on your Flight Confirmation or as advised to you at check-in. Boarding closes fifteen (15) minutes prior to departure. Subject to your rights under the Australian Consumer Law, passengers arriving late at the boarding gate will not be accepted for travel, their bags will be offloaded and no refund given. For travel on a later flight, you will be required to make a new booking at the applicable fare.

8.4 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 and with these Conditions, notices and instructions given by us relating thereto. You shall submit to any security or health checks by government or airport officials or by us. We shall not be liable in any way whatsoever to you in connection with obtaining necessary documents or complying with such Laws, regulations, orders, demands, notices, requirements or instructions, whether given orally or in writing or otherwise, or for the consequences to you resulting from your failure to obtain such documents or to comply with such Laws, regulations, orders, demands, notices, requirements or instructions.

8.5 Travel Documents

You are solely responsible for obtaining and must possess and have available for presentation as required by us or the relevant authorities all entry and exit, health and other documents required by Law, regulations, order, demands or requirements of any country, state or territory on any part of your journey, including stopover or connecting points. All passengers travelling on International Flights must possess valid passports with at least six (6) months' validity (or longer, depending on your destination country) and the applicable valid visas. Passengers should also possess a return or an onward journey ticket if required by law. We reserve the right to refuse carriage to any Passenger who has not complied with, or whose documents do not appear to comply with, such applicable Laws, regulations, orders, demands or requirements. Further details of the requirements are set out on our Website.

8.6 Refusal Of Entry, Fines, Detention Costs, etc

You agree to pay the applicable fare, penalties and fines whenever we, on order of any government or immigration authority, are required to return you to your point of origin or elsewhere, owing to your inadmissibility into any country, state or territory on any part of your journey. We will not provide you with a refund for your Booking, and may offset any unused sectors on your Booking to offset any repatriation costs or fines incurred by us as a result of your refusal of entry or deportation.

If we are required to pay or deposit any fine or penalty or to incur any expenditure by reason of your inadmissibility into or your failure to comply with any Laws, regulations, orders, demands or other requirements of any country, state or territory on any part of your journey, you shall on demand reimburse us any amount so paid or expenditure so incurred or to be paid. We may apply towards such payment or expenditure the value of any carriage unused by you, or any funds due to you in our possession.

Tigerair Australia has a minimum dress requirement when you are travelling with us. You must wear:

Footwear (thongs are acceptable)- all adults and children who are capable of walking must wear suitable footwear.

Shorts/Skirts/pant or trousers – Suitable clothing that covers your bottom half.

A top (singlets are acceptable)

Please note if the clothing you are wearing displays offensive language or symbols you, will not be permitted on our flights.

If you do not meet our minimum dress requirements you will be denied travel until you are dressed appropriately.

Article 9: Flight Combinations, Codeshare and Interline

9.1 Flight Combinations

Tigerair Australia may offer two or more flight Sectors for sale in the same Booking. All Passengers travelling on a Journey of more than one Sector must clear customs and immigration, where applicable, and have reclaimed any Checked Baggage before checking in for their onward flight. A minimum of three hours must be allowed in order to complete such arrival and check-in formalities. Passengers are not allowed a stopover of more than 24 hours.

9.2 Missed Connections

Subject to the provisions of these Conditions and your rights under any applicable Laws (including the Australian Consumer Law), Tigerair Australia shall not be liable in any way whatsoever for any Loss incurred by a Passenger as a result of a missed connection, howsoever caused.

9.3 Codeshare

On some routes Tigerair Australia may offer services together with other airlines, placing Tigerair Australia's Airline Designator Code (TT) on flights operated by other airlines under codeshare agreements. This means that even if you have made a Booking with us for a Tigerair Australia flight showing 'TT' as the Airline Designator Code, you may travel on another airline's aircraft.

We will notify you if a service is a Codeshare Service (by specifying this on our Website or on your Flight Confirmation). Subject to the provisions of this Article 9.3, these Conditions apply to Codeshare Services. The operating carrier of each Codeshare Service is our agent for the purpose of exercising our rights under these Conditions if it is not possible for us to exercise our rights directly.

Codeshare Services are operated by different carriers and different types of aircraft (for example, single-aisle jets). Accordingly, services and facilities offered by us on our own aircraft (such as cabin classes, in-flight entertainment and services for passengers with special needs) may not be available on all Codeshare Services. Different or additional rules may apply to Baggage on Codeshare Services. You should refer to the operating carrier's website, our Website (if applicable) for further information.

9.4 Interline

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. If we issue you an Flight Confirmation or a Ticket for carriage on another carrier's flight and Airline Designator Code, we do so only as agent for that carrier, and that carrier's conditions of carriage will apply. The operator's conditions of carriage may significantly limit or exclude liability. You should refer to the operating carrier's website for further information.

Article 10: Refusal And Limitation Of Carriage

10.1 Right To Refuse Carriage

We may refuse carriage of you or your Baggage if any of the following circumstances apply or we reasonably believe will apply:

For reasons of safety or security or to ensure the health, comfort and well-being of other passengers or crew;

In order to comply with any applicable Laws, regulations or orders of any state or country to be flown from, into or over or any government or other authorities prohibit your checking in or boarding the aircraft;

Your conduct, age, mental or physical condition or the physical condition of your Baggage is such as to require special assistance beyond which we provide or involves any hazard or risk;

You have committed misconduct on a previous flight and such conduct may be repeated;

You have not observed, or are likely to fail to observe our instructions;

You have refused to submit yourself or your Baggage to a security check;

The applicable fare or any charges or taxes payable have not been paid; or credit arrangements agreed between us and you (or the person paying the fare) have not been adhered to;

You do not have or appear not to have the proper documents for travel, you fail to have or provide such proper identification as we may require or you fail to adequately identify yourself to our staff;

The payment of your fare or the booking of your Seat involves any fraud or other unlawful activity or has been purchased from a person not authorised by us or is counterfeit;

The credit card by which you paid for the fare has been reported lost or stolen;

The Flight Confirmation has been altered by anyone other than us or our authorized agent, or has been mutilated or is otherwise unreadable;

The person checking in or boarding cannot prove they are the person named as the Passenger on the Flight Confirmation;

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If you attempt to check-in at the airport after closure of the airport check-in counters;

If we believe for any reason you are not fit to travel; or

If you do not possess, or do not appear to possess, valid travel documents from your country of origin or for your destination, you attempt to destroy or have destroyed your travel documents en-route.

You may be refused entry, be requested to leave the aircraft or other means of transport or be physically restrained or removed and to the extent permitted by Law, we are not liable for any Loss which you incur as a result of any of the circumstances referred to above. We may also cancel any future flights you have with us on your Flight Confirmation.

10.2 Unaccompanied Child

Subject to the instructions and conditions set out on our Website, a Child below the age of twelve (12) will not be accepted for carriage unless they are accompanied by an adult passenger aged fifteen (15) or above, who will take full responsibility for the Child. A Child aged twelve (12) to fourteen (14) inclusive may be accepted for unaccompanied carriage. Parents and guardians must remain at the airport until the departure of the flight. Persons aged fifteen (15) or over may travel unaccompanied.

10.3 Passengers With Reduced Mobility And Requiring Special Assistance

We are not able to provide supervision for those Passengers who cannot travel alone. We are able to provide limited assistance, as set out in our Special Assistance Policy. On any flight, Tigerair Australia can carry only a maximum of two (2) Passengers with Reduced Mobility who require special assistance at the airport or on board. We must be notified of the condition/requirements at least five (5) Days before the scheduled departure. Failure to notify us in advance will result in the service being unavailable on your arrival at the airport and you being refused carriage. There may be a fee charged for some services. The services may not be available on all routes due to local airport limitations.

10.4 Visually Impaired Passengers

Such passengers are permitted for carriage subject to the terms of our Special Assistance Policy.

10.5 Pregnant Passengers

If you are 28 weeks pregnant or more, you will be required to carry a letter from your doctor or midwife, dated no more than 10 days prior to travel, outlining the estimated due date, whether you are a single or multiple pregnancy, the absence of complications, and your fitness to fly for the duration of the flight(s) booked. If you do not provide a letter satisfactory to us, we may refuse to carry you on our flights. Pregnant passengers are unacceptable for travel on flights less than 4 hours from the beginning of 41 weeks for a single pregnancy or from the beginning of the 37th week for a multiple pregnancy. On flights greater than 4 hours pregnant passengers will not be accepted for travel from the beginning of the 37th week for a single pregnancy or from the beginning of the 33rd week for a multiple pregnancy. Some countries may place restrictions on the entry of non-citizen pregnant women. Passengers are responsible for checking with the relevant authorities to confirm if there are any such restrictions prior to travel.

Article 11: Baggage

11.1 Baggage Allowances

You may carry a limited amount of Cabin Baggage with you onto the aircraft free of charge, provided it complies with these Conditions and the size and weight rules set out on our Website. Infants not occupying a Seat do not have a baggage allowance. Pram, wheelchairs, scooters and walking frames are checked in free of charge. Other than Cabin Baggage, there is no free allowance and the carriage of any Checked Baggage (including Sporting Equipment which must be carried as Checked Baggage) is subject to these Conditions and the allowances, restrictions and payment of charges as set out on our Website. You should purchase an appropriate allowance for your Checked Baggage at the time of booking. Any Checked Baggage in excess of this pre-purchased amount, any single item of Checked Baggage in excess of thirty (30) kg (or in the case of Sporting Equipment carried as Checked Baggage, any single item in excess of twenty (20) kg) or any Baggage presented at check-in for which no allowance has been pre-purchased is carried at our discretion and subject to space availability and the payment of the prevailing excess baggage fee.

11.2 Items Unacceptable As Baggage Or To Be Carried Inside Baggage

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

Items not properly packed in suitcases or other suitable containers in order to ensure safe carriage with ordinary care and handling.

Items likely to endanger the aircraft or persons or property on board the aircraft, including but not limited to those specified in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA).

Items the carriage of which is prohibited by the applicable Laws, regulations or orders of any state or country to be flown from, to or over.

Items we consider are unsuitable for carriage by reason of their weight, shape, size or character.

Fragile or perishable items.

Live or dead animals.

Human or animal remains.

Firearms and 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).

Weapons, such as antique firearms, swords, knives and similar items.

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Battery operated small recreational vehicles such as self-balancing boards, hover-boards or aero wheels.

Any Sporting Equipment we expressly prohibit in our Policies.

We reserve the right to refuse to allow you to carry on board baggage which exceeds our published weight and size restrictions or other requirements. Should we refuse to allow you to carry such an item on board, it will be offloaded and either not carried or carried as Checked Baggage. If any items referred to in any part of this clause are carried, whether or not they are prohibited from carriage as Baggage, the carriage thereof shall be subject to the charges, limitations of liability and other provisions of these Conditions applicable to the carriage of Baggage.

11.3 Items That May Be Carried As Or Inside Baggage

Certain items, including dry or non-perishable food, may be permitted for carriage, subject at all times to compliance to the rules and instructions on the Website, along with the payment of any applicable fees. Note: Tigerair Australia does not permit the carriage of fresh or frozen seafood and/or meat.

11.4 Valuable And Fragile Goods

Valuable or fragile items such as money, jewellery, precious metals, silverware, electronic devices, computers, cameras, video equipment, mobile phones, negotiable papers, securities or other valuables, passports and other identification documents, title deeds, artifacts, manuscripts and the like, should not be carried in Checked Baggage. If such items are included in Checked Baggage, you agree you send for carriage such items at your own risk. Subject to the Australian Consumer Law, our liability to you for damage or Loss to your Checked Baggage is limited (see Article 15) and we will use all available defences against any claim arising from the carriage of items as set out in this clause.

11.5 Right To Search

For reasons of safety and security, we may require you to undergo a search, x-ray or other type of scan on your person or your Baggage by us, government or airport officials. You must attend with your Baggage if required and we reserve the right to search your Baggage in your absence. Subject to your rights under any applicable Conventions or Laws (including the Australian Consumer Law), if you fail to comply with such searches or scans, we reserve the right to refuse carriage of you and your Baggage without refund of fare to you and without any other liability to you. In the event that a search or scan causes injury to you or damage to your Baggage, subject to your rights under any applicable Conventions or Laws (including the Australian Consumer Law), we shall not be liable for such injury or damage unless the same is due to our negligence.

11.6 Checked Baggage

Baggage may be checked in prior to the scheduled departure of a flight at such times and according to the instructions set out on the Website. Upon delivery to us of Baggage to be checked, we shall take custody thereof and issue a Baggage Identification Tag for each piece of Checked Baggage. Checked Baggage must have your name or other personal identification affixed securely to it. We may carry your Checked Baggage on another flight than you for safety, security or operational reasons. If your Checked Baggage is carried on a subsequent flight we will deliver same to you within a reasonable time of arrival of that flight unless applicable Law requires you to be present for customs clearance or requires delivery within a specific time.

11.7 Collection And Delivery Of Baggage

You shall collect your Baggage as soon as it is available for collection at your destination. If you do not collect it within a reasonable time and the Baggage needs to be stored, we may charge a storage fee. If Checked Baggage is not claimed within 14 Days of the time it was made available to you, we may dispose of it without any liability to you.

Only the bearer of the Baggage Identification Tag delivered to the Passenger at the time the Baggage was checked is entitled to delivery of Baggage. If we have Baggage you claim is yours but you are unable to produce a Baggage Identification Tag, we will deliver the Baggage only if you establish to our satisfaction your right to the Baggage and if required by us furnish adequate security to indemnify us for any Loss, damage or expense which may be incurred by us as a result of such delivery.

Acceptance of Baggage by the bearer of the Baggage Identification Tag without complaint at the time of delivery is reasonable evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage between us unless you prove otherwise.

Article 12: Schedules Changes and Disruptions

12.1 We will use all reasonable endeavours to provide to you the mode of transport or services the subject of the Booking but, in circumstances beyond our control, we may without notice substitute other means of transport or service. These Conditions apply to any such substituted transport or services and, subject to your rights under any applicable Laws (including the Australian Consumer Law) as referred to in Article 2.4, we will not be liable for any Loss you may incur as a result of any such substitution. In addition, we operate a number of different aircraft types with unique equipment, interior layout and service offerings and do not guarantee that you will travel on a particular aircraft type or will be able to utilise in-flight entertainment systems.

12.2 There may be health and safety, security, weather, operational (for example airport closures or low fuel due to airport congestion), mechanical or other reasons that mean it is necessary or we reasonably believe it is necessary for your flight to land at a destination other than that specified in the Booking. If this occurs, we will make all reasonable endeavours to take you to the specified destination but subject to applicable Laws including the Australian Consumer Law, we do not have any obligation to you in relation to the time this will take nor the means of transport that will be used.

12.3 It is very important to understand that because air travel is inherently uncertain, scheduled flight times are estimated times only. When you make a Booking, we or an Authorised Agent will tell you the scheduled time of your flights. We do not guarantee flight times or schedules, and that do not form part of your contract of carriage with us. The scheduled times will also be noted on your Itinerary and may be noted on your booking. If we change the time of your flight, where practicable, we will make reasonable attempts to contact you or your Authorised Agent, using the contact details you have provided us. However, we are not able to guarantee that we will contact you, and so you should check prior to your flight to make sure your flight times have not changed.

12.4 We will try to ensure that you and your Baggage depart and arrive as close as possible to the scheduled times. However, we do not guarantee that you and your Baggage will depart and arrive at the estimated scheduled times..

12.5 As air travel is inherently uncertain, we may need to cancel or delay and reschedule flights or services due to reasons including (but not limited to) industrial action, landing restrictions, airport loading restrictions, unsuitable weather conditions, technical problems, operational reasons, or any event beyond our reasonable control. Scheduled flight times are not guaranteed. As a low cost carrier with restricted operational flexibility, our ability to quickly re-accommodate you in the event of a delay or cancellation may be more constrained. We are not liable for any Loss which you may incur as a result of any such delayed or rescheduled flight or service, except as provided for under the Australian Consumer Law, other applicable Laws or Conventions or in accordance with our Compensation Policy. X

12.6 Denied Boarding

If as a result of over-booking we are unable to provide you with previously confirmed space on any flight, you may be entitled to compensation in accordance with our Policies and/or under the Australian Consumer Law.

12.7 Flight Credit

Where we provide you with a Flight Credit, we will do so in accordance with these Conditions, our Customer Compensation Policy, any applicable Fare Conditions and the Australian Consumer Law. Flight Credits must be used within the timeframe we advise you. Credits are non-transferrable and cannot be redeemed for cash.

12.8 Substituted Services

Nothing in these Conditions requires Tigerair Australia to transfer a customer to a Virgin Australia operated service.

Article 13: Refunds

13.1 General

Except where provided in these Conditions or our Compensation Policy and subject to your rights under the Australian Consumer Law, your fare and travel extras are non-refundable.

13.2 Taxes

If after having made a reservation you do not fly with us, whether or not a refund of the fare is payable, you may be entitled to claim a refund of any taxes paid and payable by you, which as a consequence we have no obligation to pay to any government or other authority. We will deduct an administration fee from any such refund, as published on our Website on the date you request the refund. The administration fee is not payable if you are entitled to a refund under applicable Laws, including the Australian Consumer Law.

13.3 Proper Person/Mode Of Refund

Refunds will be made to the same mode of payment as was originally used by the person who paid for the booking. We may require proof of identification and payment.

13.4 Currency

All refunds will be subject to applicable Laws, rules and regulations or orders of the country in which the booking was made. Refunds may be made in any currency. For Domestic Flights, all refunds will be made in Australian Dollars. For refunds processed in currencies other than Australian Dollars, the amount of a refund may fluctuate based on the prevailing currency exchange rate at the time the refund is processed.

Article 14: Conduct Aboard Aircraft

14.1 Control Of Passengers

We may take all reasonable measures to maintain the comfort, safety and security of our aircraft, crew and Passengers. We may restrain or offload you if you conduct yourself on board the aircraft so as to endanger the aircraft or any person or property on board, or obstruct or hinder the crew in the performance of their duties, or fail to comply with any instruction of the crew or cause discomfort, inconvenience, damage or injury to other Passengers or the crew. You may be disembarked at any point and refused further carriage and may be prosecuted for offences committed on board the aircraft.

14.2 Diversion Costs caused by your conduct

If as a result of your conduct we divert the aircraft for the purpose of offloading you, then you shall be liable for all reasonably foreseeable Losses and costs which we incur as a result of that diversion.

14.3 Use Of Equipment

For safety reasons, we may forbid or limit operation on board the aircraft of electronic equipment, including but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio-controlled toys and walkie-talkies. Filming and/or taking photos of crew on board the aircraft is prohibited unless prior written approval is received from Tigerair Australia. Operation of hearing aids and heart pacemakers is permitted.

Article 15: Liability limitations

15.1 General.

- a. These Conditions govern our liability to you.
- b. You have certain rights under the Australian Consumer Law, the Conventions and other applicable Laws that we are not able to limit or exclude in these Conditions. Nothing in these Conditions limit or exclude our liability to you that we cannot limit or exclude.

15.2 Permitted exclusions

To the extent we are permitted to limit our liability to you under applicable Laws and Conventions and subject to articles 15.3, 15.4 and 15.5, we are not liable for or in connection with any:

Loss sustained to Baggage, including (without limitation) Loss which is solely the result of normal wear and tear;

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illness, injury or death of any person, including (without limitation) any illness, disability or personal injury to you, or your death, caused or aggravated by the air travel where such travel posed a risk to you due to your age, physical or mental condition;

Loss caused by your negligence or breach of these Conditions or your failure to comply with applicable Laws, regulations, orders or requirements of any applicable country;

Loss caused by our compliance with applicable Laws, regulations, orders or requirements of any applicable country;

Death, personal injury, delay or Loss caused by anything in your Baggage (and you agree to indemnify us for any death, injury, delay or Loss caused by your Baggage to other persons or property, including our property); or

Loss arising out of or in any way connected to the provision of transport and other services to you (whether arising from negligence or otherwise) including, without limitation, any change to the transport or services described in or covered by the Booking or inaccuracies or errors in any information related to transport, services or pricing.

We will rely on all limitations of liability and defences under the Convention and any applicable Laws. We reserve all rights against any you and any other person, including rights of contribution and indemnity.

15.3 Our liability to you - Australian Domestic Travel:

Our liability is limited by the provisions of the Civil Aviation (Carriers' Liability) Act 1959 (Cth), complementary State legislation and these Conditions to: AUD\$3,000 in respect of destruction, Loss or injury to your Checked Baggage; AUD\$300 in respect of destruction, Loss or injury to your Cabin Baggage; and AUD\$925,000 in respect of bodily injury to you or your death. If we are responsible in any way for your carriage by water, any liability is limited to the extent permitted by applicable legislation.

15.4 Our liability to you - International Travel:

Where your journey involves International Travel, then the Montreal Convention or the Warsaw Convention may govern and limit our liability for personal injury or death and for Loss, delay or Damage to Baggage, as follows:

For bodily injury or death:

where the Montreal Convention applies, we will not exclude or limit our liability for recoverable damages not exceeding 113,100 SDR for each passenger. However, we will not be liable for recoverable damages to the extent they exceed 113,100 SDR if we prove that the damage was not due to the negligence of us or our agents, or that the Damage was solely due to the negligence or other wrongful act or omission of a third party.

where the Warsaw Convention applies, our liability for recoverable Damages is limited to 125,000 francs. However, we are not liable if we prove that we and our agents have taken all necessary measures to avoid the Damage or that it was impossible for us to take such measures.

in the event the Conventions or other Laws do not apply, our liability for recoverable Damage is limited to 113,100 SDR per passenger.

For passenger delay:

we are not liable if we prove that we and our agents took all reasonable measures that could reasonably be required to avoid the Damage, or that it was impossible for us to take such measures;

our liability for recoverable damages is otherwise limited by the Montreal and Warsaw Conventions;

in the event the Conventions or other Laws do not apply, our liability for recoverable damages is limited to 4694 SDR per passenger.

For loss, damage or delay to your Baggage:

we are not liable for Cabin Baggage unless due to our fault;

where the Montreal Convention applies, subject to any special declaration and payment by you, our liability is limited to 1131 SDR for recoverable damages, unless you prove that the Damage resulted from our intentional or reckless conduct, and we knew that Damage would probably result.

where the Warsaw Convention applies, subject to any special declaration and payment by you, our liability is limited for recoverable damages to 5,000 francs for Cabin Baggage and 250 francs per kilogram for Checked Baggage, unless you prove that the Damage was caused by our wilful misconduct. If the weight of your Checked Baggage is not recorded on the baggage check, it is presumed that the total weight of your Checked Baggage does not exceed the applicable weight limit.

in the event the Conventions or other Laws do not apply, our liability for recoverable damages is limited to 1131 SDR per passenger.

The value of a SDR on a particular day is the sum fixed and published on the official website of the International Monetary Fund (IMF) for that day. The value of a franc is determined by reference to the rate of 6.55957 francs for 1 euro

15.5 Our liability to you - Baggage

Liability for Damage to Baggage is limited as set out in these Conditions unless a higher value is declared in advance and additional charges are paid.

15.6 If Warsaw Convention Or Montreal Convention Not Applicable

Where your International Flight is not subject to the liability rules of the Warsaw Convention or the Montreal Convention, and to the extent permitted by any applicable Law (including the Australian Consumer Law) the following rules shall apply:

Any liability we have for Damage will be reduced by any negligence on your part which causes or contributes to the Damage in accordance with applicable law.

We will not be liable for Damage to Checked or Cabin Baggage unless such Damage is caused by our negligence and such Baggage was within our control or custody. X

Except in the case of an act or omission done with intent to cause Damage or recklessly and with knowledge that Damage would probably result, our liability in the case of Damage to Checked Baggage shall be limited to US\$20 per kilogram and in the case of Damage to Cabin Baggage shall be limited to US\$400 per Passenger, provided that if in accordance with applicable law different limits of liability are applicable such different limits shall apply. If the weight of the Baggage is not recorded on the Baggage Identification Tag, it is presumed that the total weight of the Checked Baggage does not exceed 15 kilograms.

We will not be liable for any Damage arising from our compliance with applicable Laws or government rules and regulations or from your failure to comply with the same.

Except where other specific provision is made in these Conditions, we shall be liable to you only for recoverable compensatory damages for proven losses and costs in accordance with applicable law.

We are not liable for any Damage caused by your Baggage. You shall be responsible for any Damage caused by your Baggage to other persons or property, including our property.

We shall have no liability whatsoever for Damage to articles or items not permitted to be contained in Checked and Cabin Baggage including but not limited to those items set out in Articles 11.2 and 11.4.

We are not responsible for any illness, or disability, including death, attributable to your physical condition or for the aggravation of such condition.

All arrangements and services provided and payment(s) made by us to any handling agent in respect of assistance provided to Passengers with reduced mobility are solely as agent for and on behalf of you. You voluntarily assume all risk and danger in connection with the assistance provided to Passengers with reduced mobility including any death, personal injury, Loss or other, damage. Any claims for liability arising out of such services shall be directed to and dealt with by the handling agent.

We, our agents and employees shall not be liable for any death or personal injury (unless such death or personal injury was caused by the gross negligence of us or our agents and employees) nor for any Loss or damage however caused.

The contract of carriage, including these Conditions and exclusions or limits of liability, applies to our agents, servants, employees and representatives to the same extent as it applies to us. The total amount recoverable from us and from such agents, servants, employees and representatives shall not exceed the amount of our own liability if any.

Nothing in these Conditions shall waive any exclusion or limitation of our liability under any applicable Convention or applicable local Laws unless otherwise expressly stated by us. We will not in any circumstances be liable for indirect or consequential damages and in no event will our obligations exceed any liability specified in these Conditions.

Article 16: Claims by you

16.1 Bodily Injury or Death Claims

If:

you have a claim for bodily injury; or

your personal representative has a claim for your death,

you or your personal representative as applicable, should notify us in writing as soon as possible of the claim.

16.2 Notice Of Claims - Baggage

Acceptance of Baggage by the bearer of the Baggage Identification Tag without complaint at the time of delivery is reasonable evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.

16.3 Baggage - Australian Domestic Travel.

If you wish to make a claim from us in relation to damage to or loss of Baggage, you should do so in writing as follows:

in respect of damage to or loss or destruction of only part of Checked Baggage, within 3 days of you receiving the remainder of the Checked Baggage from us; or

in respect of loss or destruction of a whole item of Checked Baggage, within 21 days from the date you should have received the Checked Baggage from us; or

in respect of damage, loss or destruction of Cabin Baggage, within 7 days from the date the carriage ended.

16.4 Baggage - International Travel.

If wish to make a claim from us in relation to damage to or loss of Baggage, you should do so in writing as follows:

in respect of damage to or loss or destruction of Checked Baggage (or part thereof), within 7 days of when you should have received the Checked Baggage from us;

in respect of damage, loss or destruction of Cabin Baggage, within 7 days from the date when the carriage ended; or

in respect of delay of Checked Baggage, within 21 days of when you receive the Checked Baggage from us.

16.5 Limitation Of Actions

Unless otherwise required by law, and unless your right to claim damages has either expired earlier or been extinguished by these Conditions, the Convention or other applicable Laws, any right to damages shall be extinguished if an action is not brought against us within two (2) years of the date of arrival at your Destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard. To avoid doubt, nothing in this clause is intended to exclude, restrict or modify any guarantee, right or remedy you may have that cannot be excluded, restricted or modified by.

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Article 17: Arrival Formalities and Administrative Requirements

17.1 Visas and entry documents.

You are responsible for ensuring that you obtain and present at your Destination and any stopover, all required travel documents. We are not responsible or liable to you if you have failed to obtain, or you have lost, these documents.

17.2 Entry rules and requirements.

You must also comply with all entry requirements, rules and regulations of your Destination or any stopover. This includes any immigration, customs and security requirements. We are not responsible or liable to you if you do not comply with these requirements, rules and regulations.

17.3 If you are refused entry or deported.

If you are refused permission to enter a country during your journey on a Booking or are deported, then regardless of the reason for the refusal of entry or deportation:

we will, if required by a governmental authority, transport you from the country that has refused you entry or deported you;

you must pay for any Loss associated with the refusal of entry or deportation, including any fines and detention and repatriation costs;

we will not provide you with a refund for your Ticket for carrying you to the place where you were denied entry (except as required under the Australian Consumer Law), and may offset any unused sectors on your Booking or coupons of your Ticket (as applicable) to offset any Loss incurred by us as a result of your refusal of entry or deportation; and

you must reimburse us for any fines, penalties, Loss, expenses or Damage which we reasonably incur as a result of you being denied entry or deported.

Article 18: Law And Jurisdiction

18.1 Venue

Unless otherwise provided by the Convention or any applicable law, government regulations, orders or requirements, these Conditions and any carriage which we agree to provide you with (in respect of yourself and/or your Baggage) shall be governed by the laws of Australia. Any dispute between you and us concerning or arising out of such carriage in any way whatsoever shall be subject to the non-exclusive jurisdiction of the courts of Australia.

18.2 Rights Of Third Parties

A party that is not a party to the relevant contract of carriage shall not have any right to enforce any terms therein including these Conditions.

18.3 Modification And Waiver

No employee, contractor, Authorised Agent or other person is authorised to vary these Conditions. However, our duly authorised employees and contractors may in certain circumstances waive rules applicable to your fare or amounts payable. A waiver on one occasion does not constitute a waiver on any other occasion.



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Tigerair Australia acknowledges the traditional owners of the land upon which we are located, and pay our respects to elders past, present and emerging

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