

Hong Kong Express Airways Limited Terms and Conditions Of Carriage

These Conditions of Carriage apply to all flights operated by us or on flights on other Carriers for which you have been ticketed with us to the extent that there is no conflict between these Conditions of Carriage and the terms and conditions of other Carriers, and in any case where we have a legal liability to you in relation to your flight.

Article 1: Conditions of contract

1. The below terms have the following meaning in these Conditions of Carriage:
 - a. "We", "our" and "us" mean Hong Kong Express Airways Limited ("Hong Kong Express Airways");
 - b. "You", "your" and "yourself" mean you and other passenger(s) on your booking;
 - c. "**Ticket**" means the itinerary/receipt and/or Electronic Ticket issued by or on behalf of us, which incorporate these conditions;
 - d. "**Airline Designator Code**" means two-characters (IATA) or three letters (ICAO) which identify particular Carriers (such as UO or HKE for Hong Kong Express Airways).
 - e. "**Carriage**" means transportation;
 - f. "**Carrier**" means an air carrier other than us on whose flights you may travel under your Ticket;
 - g. "**Conditions of Carriage**" means these conditions of carriage or another Carrier's conditions of carriage as the case may be;
 - h. "**Convention**" means one or more of the following international air law treaties which may apply to your flight:
 1. the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal, 28 May 1999 ("Montreal Convention");
 2. the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 ("Warsaw Convention");
 3. the Warsaw Convention as amended at The Hague on 28 September 1955;
 4. the Warsaw Convention as amended at The Hague and by Additional Protocol No. 1, 2 or 4 of Montreal (1975);
 5. the Guadalajara Supplementary Convention (1961); and

6. any other applicable protocols or conventions and their local enabling legislation (if any); and
 - i. **“Electronic Ticket”** means the itinerary/receipt issued by or on behalf of us, the electronic coupons and, if applicable, a boarding document.
2. To the extent not in conflict with the foregoing, Carriage and other services performed by us and each Carrier are subject to: (i) provisions contained in the Ticket; (ii) applicable tariffs; (iii) Conditions of Carriage and related regulations which are made part hereof (available upon request at our or the relevant Carrier’s office). These Conditions of Carriage apply to all Carriage by air of passengers and baggage for reward by us, including reduced fare and gratuitous carriage, except to the extent that we have provided otherwise. These Conditions of Carriage apply to charter flights only if they are incorporated by reference in the terms of the charter agreement and/or the charter Ticket. To the extent that any provision contained in these Conditions of Carriage is contrary to the provisions of the Montreal or Warsaw Conventions (if applicable), or any applicable laws, regulations, orders or requirements that cannot be waived by agreement of the parties, such provision shall not apply, the other provisions shall nevertheless remain valid. Except as provided herein, in the event of inconsistency between the Conditions of Carriage and regulations of a carrier, the Conditions of Carriage shall prevail, except where tariffs in force in the United States apply, in which case the tariffs shall prevail.
3. Our name may be abbreviated in the Ticket- our full name is set forth in our tariffs, Conditions of Carriage, regulations or timetables; our address is 33rd Floor One Pacific Place, 88 Queensway, Hong Kong. The agreed stopping places are those places set forth in this Ticket or as shown in the timetables as scheduled stopping places on the passenger's route; and the Carriage to be performed by us and any other Carriers under this Ticket is regarded as a single operation for the purposes of the Convention.
4. Where we issue a Ticket for Carriage by another Carrier, or we check-in your Baggage for Carriage by another Carrier, we do so only as agent for that Carrier.
5. Any exclusion or limitation of liability of the carrier shall apply to and be for the benefit of its agents, servants and representatives of the carrier and any person whose aircraft is used by us and such person’s agents, servants and representatives.
6. Checked baggage will be delivered to the bearer of the baggage check. In case of damage to baggage moving in international transportation, complaint must be made in writing to the carrier forthwith after discovery of damage and, at the latest, within seven days from receipt; in case of any delay, complaint must be made within 21 days from the date the baggage was

delivered. See tariffs or Conditions of Carriage regarding non-international transportation. Please refer to the "[Baggage Claims Doc](#)" for more details.

7. A Ticket is good for Carriage on the flight(s) and date(s) specified on the Ticket. As per the tariffs, Conditions of Carriage and related regulations, it may be possible to change the flight(s) and/or date(s). The fare for Carriage may be subject to change prior to commencement of Carriage. Transportation may be refused if the applicable fare has not been paid. The Ticket is only valid for transportation on the flight(s) specified in your booking between the specified origin airport and the destination airport. The Ticket is not valid for ground transportation between airports, to/from airports or between airports and city terminals. Open Tickets are not permitted.
8. We undertake to use our best efforts to carry the passenger and baggage with reasonable dispatch. The times shown in timetables or elsewhere are not guaranteed and form no part of this contract. We may without notice substitute alternate Carriers or aircraft, and may alter or omit stopping places shown on the Ticket where necessary. Schedules are subject to change without notice. We will not be responsible for the passenger's connecting flights with another Carrier or for itineraries not sold on the same Ticket.
9. The passenger shall comply with Government travel requirements and shall present exit, entry and other required documents and shall arrive at the airport by the time fixed by the carrier or, if no time is fixed, early enough to complete departure procedures.
10. The passenger authorizes us to use its personal data for the following purposes: to make a reservation, to issue a Ticket, to provide Carriage and other related services, to comply with immigration and entry requirements and to comply with requests from government agencies, and any other purposes as stipulated in the HK Express Customer Privacy Policy (<https://www.hkexpress.com/en-hk/need-help/privacy-policy/>). The passenger authorizes us to retain such data for as long as is necessary for the processing purposes(s) for which it was collected and to transmit this information to our own offices across our network, other Carriers, government agencies and regulatory authorities, and to any other provider of services solely for the aforementioned purposes.
11. The carrier is required by the U.S. Transportation Security Agency's (TSA's) Secure Flight Program to collect the following information for flights to and from Guam or Saipan: the passenger's full name as it appears on approved government-issued identification, date of birth, gender, and redress number (optional). A Ticket may be cancelled if this information is not provided at least 72 hours before the scheduled departure.
12. No agent, servant or representative of ours has the authority to alter, modify or waive any provision of these Conditions of Carriage.

WE RESERVE THE RIGHT TO REFUSE CARRIAGE TO ANY PERSON WHO HAS ACQUIRED A TICKET IN VIOLATION OF APPLICABLE LAW OR OUR TARIFFS, RULES OR REGULATIONS.

Article 2: Code Shares

1. "Codeshare" means an arrangement between us and other service providers including other Carriers in which we market and sell seats on each other's services using our own Airline Designator Code. The passenger may therefore have a Ticket with our Airline Designator Code, but another Carrier will operate one or more of the services on your Ticket.
2. For commercial and operational reasons, some services are operated under Codeshare arrangements with other Carriers. This means that although you have a booking with us, another Carrier will operate one or more of the services on your Ticket.
3. You can identify the Airline Designator Code for us and the other Carrier(s) during the reservation process and on departure screens at the airport. If your Ticket includes one or more services on other Carriers then the Conditions of Carriage of those Carriers may apply to your journey. Please check with us prior to your flight.
4. Passengers travelling on Codeshare services will be subject to the terms and conditions of that operating Carrier. We will advise you of any Codeshare arrangements and the identity of the Carrier at the time you make a reservation.

Article 2A. Arrangements for additional services

1. If we make arrangements for you with any third party to provide services other than flight-related services e.g. road, rail or sea transport, car rental or hotel accommodation or to issue ticketing or reservation documents (including baggage check-in) for those services, in doing so, we are acting only as your agent without further liability to you or others for the performance or availability of these services. In these cases, the terms and conditions of those third-party service providers will apply.

Article 3. Conduct onboard aircraft and at airport

1. You must behave appropriately at all times whilst in the airport and on board the aircraft. For example, you must not:

- contravene any applicable law (e.g. by being drunk on board an aircraft);
 - conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board;
 - obstruct the crew in the performance of their duties;
 - fail to comply with any instructions of the crew;
 - use any threatening, abusive or insulting words or actions towards the crew or other passengers;
 - behave in a disorderly manner or in a manner to which other passengers may reasonably object;
 - fail to comply with the terms of any document signed by you where you have conducted yourself in a manner described in Article 3(1) on a previous flight with us.
2. If, in our reasonable opinion, you have conducted yourself in a manner described in Article 3(1) above, either in the airport or on board the aircraft or we consider you unfit to fly:
- you may be prosecuted for offences committed on board the aircraft;
 - we may decide (in our reasonable discretion) to cancel your flight prior to take-off;
 - divert the aircraft to offload you, in which case you must pay to us all costs and expenses we have incurred as a result of or arising out of that diversion;
 - we may decide to cancel any return flight or other future flights you have with us, without refund; or
 - we may take any other measures we deem necessary to prevent continuation of your inappropriate conduct, including restraining or offloading you from the aircraft or airport.

In all of the above circumstances, you shall not be refunded the price of your booking, and we shall not be liable for any costs incurred as a result of us refusing Carriage.

You will indemnify us for all costs and expenses (including the legal costs we incur in bringing any action against you) arising from your improper conduct on board the aircraft including (but not limited to) any damage caused to the aircraft.

3. Only alcoholic drinks purchased on board may be consumed during your flight. We have the right, at any time for any reason, to refuse to serve you alcohol or to withdraw alcohol which has been served to you.

Article 4: Advice to international passengers on limitation of liability

Passengers on international journeys are advised that international treaties known as the Montreal Convention or the Warsaw Convention may apply to your journeys. The applicable air law Convention may limit our liability in the event of death or bodily injury, loss of or damage to baggage, and delays, and may also place time limitations on related claims. Please contact us for further information as to the limits of liability applicable to your journeys. If your journey involves Carriage by different carriers, you should contact each carrier for information on the applicable limits of liability. Please refer to the "[Baggage Claims Doc](#)" for more details.

Article 5: Notice to passengers

1. Reconfirmation of seats is NOT required.

Our passengers are not required to reconfirm their seats prior to departure.

2. Check-In Time

Passengers are advised to check in at least 2 hours before the scheduled time of departure of the flight. For passengers' convenience, check-in counters are opened 3 hours before the scheduled time of departure. Check-in counters will close 60 minutes prior to the scheduled departure time. However, please note that Airport Express in-town check-in counters (to the extent they are in operation) will close 1.5 hours prior to the scheduled departure time. To ensure an on-time departure, the boarding gate for all our flights will strictly close 20 minutes before the scheduled departure time. If you are late, we will not accept you for travel and we will not refund your Ticket or be liable for any costs or expenses associated with you being unable to travel on that flight.

3. Connecting Flights

The minimum connecting time for all onward connections at Hong Kong International Airport shall be not less than 180 minutes. Passengers that have a connecting flight with another Carrier should satisfy themselves that sufficient time is available before the onward booking is made.

4. Check-in Baggage

Check-in baggage must be packed properly. We will **not** accept liability under the following circumstances:

- a. Damage to baggage or protruding parts such as wheels, stand, pull straps or telescopic handles, hanger or hooks, loose flaps, pockets or attached items resulting from ordinary wear and tear; and/or
- b. Baggage labelled with a limited release tag at the time of acceptance.

Please refer to the "[Baggage Claims Doc](#)" for more details.

5. Limitation of Check-in Baggage

The maximum weight of each check-in baggage is 32kg on our flights, with the total measurement not exceeding 158 linear centimetres. Any baggage exceeding 32kg in weight will not be accepted for Carriage.

6. Free Check-in Baggage Allowance

Check-in baggage allowance varies by fare type. Certain fare types do not include any check-in baggage allowance and an allowance is only available for purchase at an additional fee, while others include a free check-in baggage allowance for baggage below a certain weight. For additional details, please see the fare rules and terms and conditions specified on [hkexpress.com](#), or obtain further information from our reservations office, call centre or authorized agent. Infants not occupying a seat have no check-in baggage allowance. Baggage that weigh in excess of the weight specified for free or paid check-in baggage, may be accepted provided that an additional fee is paid.

7. Free Cabin Baggage

The following articles may be carried free of charge in the cabin of the aircraft:

Small size handbag or purse or one laptop computer; umbrella or walking stick; small camera and/or a pair of binoculars; reasonable amount of reading material for the flight; infant's food for consumption in flight and infant's carrying bag (when an infant is travelling); canes, crutches or other prosthetic devices for the passenger's use provided the passenger is dependent upon them; and duty-free items. Dimensions shall not exceed 40cm x 25cm x 20cm.

One piece of hand baggage suitable for placing in the closed overhead rack or under the passenger's seat, with dimensions not exceeding 56cm x 36cm x 23cm and weight not exceeding 7kg. Charges are applicable for carrying hand baggage exceeding these dimensions and/or weight.

We may, at its discretion, not permit items falling within the above description to be carried in the cabin of the aircraft.

8. Prohibited Items

- a. Passengers must not include the following items in any baggage (both checked and unchecked baggage):
 - a. items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in Hong Kong Civil Aviation Department's Dangerous Goods, the Safe Transport of Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA), Dangerous Goods Regulations and all other applicable rules, other than these Conditions of Carriage, published by us and in effect on the date of the commencement of Carriage;
 - b. items which are prohibited by the applicable laws, regulations or orders of any country or state to or from which you are flying;
 - c. items which are reasonably considered by us to be unsuitable for Carriage because they are dangerous, unsafe or because of their weight, size, shape or character, or because they are fragile or perishable having regard to, among other things, the type of aircraft being used;
 - d. firearms and/or ammunitions;
 - e. stun guns, tear gas sprays, knuckle dusters and extendable batons; and
 - f. attached briefcases with installed alarm devices.
- b. Firearms, ammunition, stun guns, tear gas sprays, knuckle dusters and extendable batons are classified as banned items by the laws of Hong Kong whether you are arriving or just transiting at Hong Kong. Offenders are liable upon conviction to a fine of up to HK\$100,000, and imprisonment for up to 14 years. For further information please refer to The Hong Kong Police website.
- c. Bladed items such as swords, knives and similar items may be accepted as checked baggage, at our discretion, but will not be permitted in the cabin of the aircraft;
- d. Passengers are prohibited from including in their checked baggage, fragile or perishable items, artwork, sculptures, paintings, silverware, pottery, porcelain, china, cameras, other equipment for photography, binoculars, telescopes, optical devices, furs, trophies, antlers, pelts, money, jewellery, precious metals, precious stones, precious materials, computers, diving

computers, personal electronic devices, negotiable papers, securities or other valuables, artifacts, original manuscripts, collectibles, irreplaceable items, antiques, heirlooms, business documents, keys, passports and other identification documents or samples.

- e. Notwithstanding the above, you may bring liquids, aerosols, and gels in your cabin luggage as long as each item does not exceed a maximum volume of 100ml, these items must be carried in one resealable, transparent plastic bag and cannot exceed 1-litre in capacity per passenger.
- f. The following items, intended for use during your trip, can be carried in hand baggage in quantities above 100ml, provided that the items are presented for inspection at security.
 - i. Medicines that are essential for travel, such as diabetic kits;
 - ii. Baby food, in paste or liquid form (if you are travelling with an infant);
 - iii. Expressed breast milk, of breast-feeding mothers travelling with or without their baby; and
 - iv. Non-liquid cosmetics, like lipsticks, powder foundation and solid deodorant.

Please note that the above exemptions are subject to verification by security.

- g. For passengers traveling to or from Guam or Saipan, we will transport wheelchairs or other mobility assistance devices if the Carriage complies with the safety and hazardous material requirements of the U.S. Department of Transportation. Please contact us in advance of your flight for additional information.
- h. U.S. federal law forbids the Carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of USD 250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals.
- i. For safety and security reasons, passengers consent to the search, scan or x-ray of their persons and baggage by us, the government or airport officials. Your baggage may be inspected in your absence.

9 Security Note to Passengers for Cabin Baggage

A directive from the Hong Kong Civil Aviation Department forbids passengers from carrying certain items onto the cabin of the aircraft for all flights departing from Hong Kong International Airport.

These include: knives and knife-like objects of any length and description; bladed items including but not limited to household cutlery, cutters, scissors or razor blades; and toy guns.

10 Travel Documents

It is the passenger's responsibility to ensure that their travel documents are valid and that they hold all necessary visas and medical certificates for entry into their destinations. We reserve the right to refuse Carriage if a passenger fails to comply with such requirements. We will not be liable for any loss or expenses incurred by the passenger if the passenger is denied entry into any country. Visa requirements for passengers holding HKSAR passports are listed on our [travel documents page](#) but may only be used as a reference and are subject to changes.

11 Notice of Government Imposed Taxes and Charges

The price of your Ticket may include taxes, fees and charges which are imposed on air transportation by government authorities. These taxes, fees and charges, which may represent a significant portion of the costs of air travel, are either included in the fare, or shown separately in the "TAX/FEE/CHARGE" box(es) of your Ticket. You may also be required to pay taxes or fees or charges not yet collected.

12 Overbooking Policy

It is common industry practice for airlines, including us, to overbook flights in order to minimize the influence of no-shows and to enable seats to be used by passengers who otherwise would not be able to travel on their chosen flight. By careful monitoring and control, we endeavour to match the number of available seats to the number of passengers that we expect will show up on the flight. In addition, the occurrence of any force majeure events (e.g. act of god, war, adverse weather conditions, political or military acts, or any other events that are beyond our control) may also lead to overbooking of flights. Whilst we endeavour to make every effort to provide seats for passengers with confirmed reservations, no guarantee of seat on the aircraft is denoted by express reservations, bookings or status. We operate compensation schemes, in accordance with the applicable law and our compensation policy, which provide compensation to passengers with confirmed reservations who are involuntarily denied Carriage because of non-availability of seats.

The following rules apply only to passengers traveling from Guam or Saipan to a destination outside of the U.S. who are denied boarding involuntarily from an oversold flight:

There is no compensation to a passenger who is denied boarding for a flight originating in Guam or Saipan if we offer comparable air transportation, or other transportation at no extra cost and the flight arrives at the passenger's first stopover (if any) or the final destination no later than one hour after the planned arrival time of the passenger's original flight or flights. Compensation for denied involuntary boarding where the delay of the alternative transportation to the first stopover (if any) or the final destination is between one and four hours of the planned arrival time of the original flight, shall be 200% of the one-way fare, up to a maximum of USD 675. Compensation for denied involuntary boarding where the delay of the alternative transportation to the first stopover (if any) or the final destination is more than four hours of the planned arrival time of the original flight, shall be 400% of the one-way fare, up to a maximum of USD 1,350.

No compensation due to overbooking will be provided in the following circumstances: if a passenger has failed to comply with our ticketing and check-in time requirements; if the passenger did not comply with the terms of these Conditions of Carriage or tariff; if the flight is cancelled; if for operational or safety reasons we substitute an aircraft having lesser seating capacity than the aircraft originally scheduled; or we are able to place the passenger on another flight that reaches the passenger's final destination within one hour of the planned arrival time of the original flight.

If you have a confirmed reservation and your flight is overbooked, we will notify passengers at the airport and look for volunteers who are willing to take a later flight or cancel their journey. In case there are not enough volunteers, then we will offload according to its boarding priority rules.

13 Fares, Rules & Fees

Some provisions of our fares differ depending on the fare booked and ticketed; please see the fare rules and terms and conditions specified on hkexpress.com, via our reservations office, call centre or authorized agent listed on your booking itinerary for more detailed information. Other provisions that are common to all fares are listed below. The below rules are subject to local laws that applicable at the time of purchase.

For flights to and from Guam or Saipan:

- a. The price of the Ticket is the full price inclusive of all taxes, fees and our charges for the Carriage of the passenger, but does not include optional

baggage fees, taxes, fees and charges for additional products or services provided by us.

- b. Tickets for flights to and from Guam or Saipan that are purchased seven or more days prior to departure may be cancelled and the full fare will be refunded for cancellations made within 24 hours of purchase. After 24 hours of purchase, our normal cancellation and refund rules apply.
- c. Baggage fees may be found [here](#). Fees for carry-on and first and second checked bags may be found on the passenger's Electronic Ticket, subject to the baggage allowances and fees that apply at the beginning of the passenger's itinerary for the entire itinerary.

For all other flights:

- a. Fares are non-refundable;
- b. If you do not travel, we may refund certain taxes and charges to you provided that:
 - a. we are not obliged to remit the tax or charge to the body (e.g. airport or government) on whose behalf we were collected;
 - b. A refund request is submitted within 90 days, unless stipulated otherwise by relevant laws or regulations. Please inquire with our call centre.
 - c. A reasonable administration fee, as listed in the Fees Chart, will be deducted from the refundable amount. If the administration fee exceeds the amount of refund, no refund will be paid.

Fees: Payment for any product or service offered and provided by us is non-refundable.

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

Exception to the above rules: If after having purchased your Ticket, you are prevented from travelling on the date of the Ticket by reason of serious injury, we may extend the period of validity of your Ticket for no more than two (2) months from the date shown on the medical certificate, subject to space being available on the alternative flight and fare difference. This will be subject to you providing evidence such as a valid medical certificate. However, the period of validity of Tickets of other members accompanying you will not be extended in such circumstances.

The Tickets of the persons accompanying the passenger may be modified by extending the validity. In the event of a death in the immediate family (Father, Mother, Son, Daughter, Brother, Sister, Husband, Wife, Grandparent,

Grandchildren, Father/Mother-in-Law, Brother/Sister-in-Law) of a passenger who has commenced travel, the validity of the passenger's Tickets and those of his or her immediate family who accompanied the passenger may likewise be modified. Any such modification shall be made upon receipt of a proper death certificate and any such extension of validity shall not be for a period longer than two (2) months from the date of the death, subject to space being available on the alternative flight and fare difference.

14 Special Assistance & Extra Seats

If you require special assistance – including, but not limited to assistance because of blindness or deafness, the use of a wheelchair, or use of a service animal, you must notify us in advance via our reservations office, call centre or authorised agent. Any booking fee may be waived where the passenger has completed a booking via hkexpress.com or in cases for blind passengers. Passengers must be able to travel unaccompanied or travel with an accompanying adult.

The mobility assistance service is provided by a local ground service provider and subject to the facilities and infrastructure of the local airport. Passengers who have limited mobility must provide not less than 48 hours' advance notice to us, failing which such passenger may not be accepted on the scheduled flight.

If you require an extra seat – for a musical instrument or other article – you must book and pay for the extra seat via our reservations office, call centre or authorised agent. The prevailing fare for the extra seat will be charged. In order to arrange for adjacent seats, advance seat assignment (including the payment of any associated fees for such advance seat assignment) will also be required.

Some of these provisions may not apply to flights to and from Guam or Saipan. Passengers with Tickets for flights to and from Guam or Saipan who meet the definition of an individual with a disability under 14 C.F.R. 382.5 may be subject to special rules and procedures regarding services such as the Carriage and use of wheelchairs or other mobility assistance devices, onboard oxygen medical services, passenger provided portable oxygen concentrators, and service animals. In some cases, advanced notice may be required. Please contact us for further information.

15 Schedules

The flight times shown in timetables may change between the date of publication and the date of travel. Flight times shown in timetables are not guaranteed and they do not form part of your contract with us.

Before we accept your booking, we will notify you of the scheduled flight time in effect as of the booking time, and it will be shown on your Ticket. We may however need to change the scheduled flight time subsequent to the issuance of your Ticket. We will endeavour to notify you of any such changes where you have provided us with your contact information.

16 Schedules, Delays and Cancellation of Flights

We shall not be responsible for any delay or cancellation of flights arising from unforeseen circumstances or incidents beyond our control.

Except as otherwise provided by the Conventions, if we cancel a flight or cease to operate a route, we shall, at your option, either:

- a. carry you on the same route to your final destination at a later date at your convenience subject to seat availability (where the administration fee will be waived but fare difference will be applied, if any); or
- b. carry you to an alternative destination/route at a later date at your convenience subject to seat availability (where the administration fee will be waived but fare difference will be applied, if any); or
- c. make a refund in accordance with the provisions in Article 5(17).

For flights to/from Mainland China airports:

- a. We shall provide meals or lodging where the delay or cancellation of flights is due to maintenance, flight scheduling or other reasons caused by us.
- b. We will assist passengers in arranging meals and lodging where the delay or cancellation of flights is due to weather, emergencies, air traffic control, security checks and other reasons beyond our control. The costs of such meals and lodging shall be borne by you.
- c. We will not provide financial compensation for any delay or cancellation of flights for any reason.
- d. We shall provide written proof of flight delays and cancellation if the passenger so requests.

17 Refunds

Unless otherwise stated in these conditions, fare rules or tariff or applicable law, Tickets are non-refundable. If we cancel a flight or cease to operate a route, we shall make a refund to you in respect of each sector shown in the itinerary which has not been utilised. The amount of refund shall be equal to the fare paid plus any associated taxes, fees and charges paid.

18 Refusal of Entry

It is your responsibility to ensure that you have all the relevant documentation for your journey and to ensure that you are allowed entry to the port of entry. If for whatever reason the port of entry deems your arrival to be suspicious or you are refused entry to the port of entry, we shall bear no responsibility for cost or repatriation regardless of the reason for refusal of entry, and you will be responsible for all costs associated with your return to Hong Kong, including any fines and repatriation costs. We will not provide you with a refund for your Ticket, and may offset any unused sectors on your booking (as applicable) against any fines, penalties, losses, expenses or damage incurred by the airline as a result of the refusal of entry. You must reimburse us for any fines, penalties, losses, expenses or damage which we incur as a result of the refusal of entry.

Important

We reserve our rights to reallocate passengers to a different flight without prior notice due to unforeseen circumstances or incidents beyond our control.

AGREEMENT BETWEEN THE PASSENGER AND US

CONDITIONS OF USE OF THE INTERNET BOOKING SYSTEM

1. FORMATION OF AGREEMENT

- a. When you use the hkexpress.com internet booking system to make a reservation, you signify your agreement to these conditions of use and other applicable terms, conditions, and notices, including but not limited to the conditions of use of the website. They may be amended from time to time without notice, and the current version will apply to your booking.
- b. The information contained in the booking system may change without notice. We have endeavoured to ensure that all information is accurate. However, We do not warrant or make any representations regarding the accuracy or completeness of the booking system or any of the data or information contained in the booking system. Fare listings are for general information only, and do not reflect current seat availabilities.
- c. The terms and conditions for the internet booking system apply to all booking related pages and functions.

2 PERSONAL AND NON-COMMERCIAL USE

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

3 USE OF THE HKEXPRESS.COM INTERNET BOOKING SYSTEM

- a. Other terms and conditions will apply to your reservation and any purchase of travel -related goods and services. You will abide by the applicable terms or conditions of purchase, including payment of all amounts when due and you will comply with all rules and restrictions regarding availability of fares, products, or services. You are solely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of the booking system.
- b. You will use the hkexpress.com internet booking system to make legitimate reservations only.

4 BOOKING RULES

- a. You may make reservations for up to nine (9) passengers (adults and children inclusive but at least one (1) adult is required) in each complete booking transaction, and all the passengers must travel together. All Tickets booked in one transaction must have the same itinerary. If any of the flights itineraries need to be different, a separate booking will be required.
- b. Tickets for infants (under 2 years of age at the time of travel and who do not occupy an aircraft seat) may not be booked through the hkexpress.com internet booking system. Children (ages 2 to under 12 years at the time of travel) must travel with an adult on the same reservation.
- c. Reservations are subject to the applicable fare conditions and the seat vacancies in that fare group.
- d. Purchased Tickets will be delivered as an Electronic Ticket.

- e. You must pay at the time of reservation. Fares may be quoted in the currency of the country of first departure, but the payment of the airfare, including fares and taxes, will be charged and cleared in Hong Kong Dollars or United States Dollars.
- f. Credit cards may be used for making payments to us. We currently accept Visa, MasterCard and JCB credit cards. You may also use Alipay for selected currencies and our issued vouchers to purchase your flights. Please click [here](#) for more information.
Note: Credit card issuing banks may charge you an international transaction fee dependent upon country of departure and the currency of your credit card. Please check with your credit card issuing bank for details of charges.
- g. To safeguard credit card holder(s) and prevent credit card fraud, we may require the credit card holder to present the credit card used to pay for the booking at check-in or at our local ticketing office or Authorised Agent before the first UO flight departs. The credit card holder does not need to be one of the passenger(s) named in the Ticket(s), however, if the card holder fails to produce the credit card for verification, We reserve the right to deny the ticket holder(s) from boarding or to collect a substitute payment (in cash or from a new credit card).
- h. Carriage and other services performed by us are subject to our Conditions of Carriage and other important notices, as amended by these conditions of use, which form part of and are to be read together with the Conditions of Carriage and other important notices. By making a reservation through the hkexpress.com internet booking system, you agree to be bound by our Conditions of Carriage and other important notices and these conditions of use. These documents are available on our website.

5 CHANGES AND CANCELLATION OF BOOKING(S)

- a. Once you have confirmed your online booking(s), any changes or cancellation of booking(s) have to be made at our local ' reservations office or call centre, and are subject to the fare rules and terms and conditions of the type of Ticket stipulated in your booking and listed on your booking itinerary.
- b. In case of cancellation of booking(s), the refund policy is subject to the fare rules and terms and conditions of the type of Ticket stipulated in your booking and listed on your booking itinerary.

6 TRAVEL REQUIREMENTS

- a. A visa may be required for entry into certain countries. It is your responsibility to obtain the visa(s). You must have a valid passport or travel document for the duration of your trip and the expiry date must be acceptable in all the countries you enter. We will not be liable for any losses or delays caused by the lack of such required travel documents.

More information on passport and visa requirements is available at the embassy of the country or countries to which you will be travelling.

- b. Some airports may require additional facilities usage fees or charges upon departure. We have endeavoured to provide the most up to date information on these fees or charges, however, we are not liable for the accuracy of such information. You are solely liable for payment of such fees.

7 NO UNLAWFUL OR PROHIBITED USE

- a. You will not use this website for any unlawful or prohibited purposes. You will not use the hkexpress.com Internet Booking System to make any unauthorized, speculative, false or fraudulent reservation. If we (in its sole discretion) believe that you are in breach, or will be in breach, of any of these conditions of use, we reserve the right to cancel your booking without giving you any reason and/or without further notice to you.

8 RESTRICTIONS ON USE

We and our licensors retain all rights (including trademark, copyright and patent rights) with respect to all software and underlying information and material available through the hkexpress.com internet booking system. You must not download or otherwise export or re-export any software or underlying information or material available through the hkexpress.com internet booking system except with our written permission.

9 AGE AND RESPONSIBILITY

You represent that you are of legal age to use the booking system in accordance with these conditions of use and you accept any legal liability you may incur as a result of the use of the booking system and this website. You are financially responsible for all uses of this website by yourself and those using your login information. You will supervise all usage of the booking system under your name or account. You warrant that all information supplied by you and members of your household in the booking system are true and accurate.

10 NO REPRESENTATION

We do not warrant or represent that your access to and/or use of the hkexpress.com internet booking system will be uninterrupted or error-free or that any information, data, content, software or other material accessible through the hkexpress.com internet booking system will be free of bugs, viruses, worms, Trojan horses or other harmful components.

11 LIMITATION OF LIABILITY

We are not liable for any injury, loss, claim, damage, including those based in negligence, whether actual, incidental, special, exemplary, punitive or consequential (including loss of profits or other special damages) which arises out of or is in any way connected with any of the following items:

- a. access or use of the hkexpress.com internet booking system;
- b. data, information or material contained in the hkexpress.com internet booking system including the use of such data, information or material to check prices and availability or for reservations, ticketing or any other use;
- c. submission of any personal or business information, including bank and credit card details;
- d. inability to access the hkexpress.com internet booking system in whole or in part or any failure or delay in any way connected with the use of the internet booking system because of the global computer network, ancillary equipment, the systems of our technology or any other circumstances, including the use of or inability to use the hkexpress.com internet booking system to check prices and availability or for reservations, ticketing or any other use;
- e. the performance or non-performance by us or the failure of any function or service associated with the hkexpress.com internet booking system, in whole or in part; and
- f. any unauthorised access or breach of security into the hkexpress.com internet booking system through the global computer network.

12 CANCELLATION OR SUSPENSION OF SERVICE

We may cancel or suspend your use of the hkexpress.com internet booking system at any time without notice if we suspect that the booking system or your User ID and Password/PIN is being used, or may be used:

- a. in breach of these conditions of use; or
- b. in a manner that may cause loss to you or us.

We may, at any time and at its sole discretion and without cause or notice, terminate or restrict your access to the hkexpress.com internet booking system or refuse to give effect to any reservation you request through the booking system without providing any reason or notice to you.

13 "OVERBOOKING" POLICY

It is common industry practice for airlines, including us, to overbook flights in order to minimize the influence of no-shows and to enable seats to be used by passengers who otherwise would not be able to travel on their chosen flight. By careful monitoring and control, we endeavour to match the number of available seats to the number of passengers that we expect will show up on the flight. In addition, the occurrence of any force majeure events (e.g. act of god, war, adverse weather conditions, political or military acts, or any other events that are beyond our control) may also lead to overbooking of flights.

Whilst we endeavour to make every effort to provide seats for passengers with confirmed reservations, no guarantee of seat on the aircraft is denoted by express reservations, bookings or status. We operate compensation schemes, in accordance with the applicable law and our compensation policy, which provide compensation to passengers with confirmed reservations who are involuntarily denied Carriage because of non-availability of seats.

14 GOVERNING LAW AND JURISDICTION

This agreement shall be subject to the laws of Hong Kong SAR, and the parties agree to be subject to the non-exclusive jurisdiction of the courts of Hong Kong SAR.

15. LANGUAGE

In the event of any inconsistency between the English language version of these Conditions of Carriage and any other translated version(s), the English language version shall prevail and control.

Last updated on : 13 April 2022