

EXPRESS RAIL LINK SDN BHD

KLIA Ekspres and KLIA Transit Conditions of Carriage

1 Introduction

1.1 Nature of these conditions

- (a) KLIA Ekspres and KLIA Transit are operated under the terms of our Licence to Operate a Railway, issued by the Minister of Transport in accordance with the Railways Act 1991, and the Railways (Conduct of Persons and Passengers) Regulations 1996.
- (b) These conditions are issued by the Minister of Transport under section 23(3) of the Railways Act 1991 and any amendment to these conditions must be approved by the Director General of Railways.
- (c) These conditions are valid until further notice, and apply to all KLIA Ekspres and KLIA Transit journeys.

1.2 KLIA Ekspres

- (a) KLIA Ekspres operates between KL CAT and KLIA, without making any transit stops at any of our intermediate Stations, at the times and frequency shown in our Timetable.
- (b) KLIA Ekspres operates an open ticketing system at KLIA – this means that you may board a KLIA Ekspres train at KLIA, without having purchased a ticket for your journey to KL CAT, and purchase a ticket for your journey when you reach KL CAT.
- (c) KLIA Ekspres operates a closed ticketing system at KL CAT – this means that before you board a KLIA Ekspres train at KL CAT you must have purchased a ticket for your journey to KLIA.

1.3 KLIA Transit

- (a) KLIA Transit operates between KL CAT and KLIA, making transit stops at our intermediate Stations at Bandar Tasik Selatan, Putrajaya, and Salak Tinggi, at the times and frequency shown in our Timetable.
- (b) KLIA Transit operates a closed ticketing system at all Stations – this means that before you board a KLIA Transit train at any Station you must have purchased a ticket for your journey.

2 Our responsibilities

2.1 What we will do

- (a) We will carry you, on either KLIA Ekspres or KLIA Transit, between the Stations for which your ticket is valid. Our obligation to carry you on KLIA Ekspres from KLIA to KL CAT is subject to your purchasing a ticket for your journey as soon as you arrive at KL CAT.
- (b) In the event your KLIA Ekspres or KLIA Transit journey is delayed by more than 60 minutes for reasons within our control, we will arrange for you to be taken to your destination Station by train, coach or taxi, or by a combination of these, or we will give you a refund. Our liability in this respect is limited to our obligation to provide alternative means to take you to your destination or to the cost of your ticket (we are not liable for any consequential loss) and only applies if you have boarded a train, which is cancelled or delayed, or if you have passed through the ticket barrier and the train you are intending to board and the next train following that train is cancelled or delayed.
- (c) Subject to any applicable restrictions, you may join any train within the date validity of your ticket.
- (d) We are unable to guarantee to carry you, or to provide you with a seat, on any particular train.

2.2 Defined circumstances

For the purposes of condition 2.1(b), delays within our control includes those caused by the acts or omissions of our staff or agents, but does not include any industrial action they take. Other circumstances outside our control include, but are not limited to –

- (a) line closures at the request of the police or emergency services;
- (b) acts or threats of vandalism or terrorism;
- (c) suicides or accidents to trespassers;
- (d) natural catastrophe including but not limited to epidemics, earthquakes, hurricane, meteorites, volcanic eruptions, explosion, fire, floods, subsidence, lightning, exceptionally severe weather conditions or any operation of the force of nature against which we could not reasonably have been expected to take effective precautions;
- (e) gas leaks or fires in lineside buildings not caused by ourselves or any of our employees or agents;
- (f) fire or mechanical failure due to electrical failure or a defect (except where this is caused by us or our agents, or as a result of the condition of our trains);
- (g) industrial action, riots or civil commotion affecting our services;

- (h) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds or caused by aerial explosions, articles falling from aircraft or the impact of satellites, aircraft, missiles or part thereof;
- (i) unavailability of electricity supply;
- (j) and acts of war (whether declared or not) or acts of God.

3 Your responsibilities

3.1 Make sure you allow enough time for your journey

- (a) If you are checking-in at either KLIA or KL CAT, your airline or travel agent will tell you the minimum check-in time – the time by which you have to be at their check-in desk at Kuala Lumpur International Airport or at KL CAT.
- (b) If you check-in at KL CAT, you should catch the first available KLIA Ekspres train departing after you have checked-in to ensure that you reach KLIA with time to board your flight.
- (c) If you check in at Kuala Lumpur International Airport, you should allow adequate time to get from the train to the check-in desk for your minimum check-in time. We recommend at least 10 minutes for this.
- (d) Please always remember that there may be queues at check-in desks during busy periods and you should make allowances for this.

3.2 Please check tickets and change at time of issue

When you buy a ticket, please make sure that it is for the journey you wanted and that you have received the correct change. If possible, you should draw any apparent errors to the attention of the staff at that time. Otherwise, whoever sold you the ticket will need reasonable proof that an error was made before putting it right.

3.3 Make sure you are on the correct train and that you get off at the right station

Please make sure that you board the correct train and that you get off at the right Station. Otherwise, we will only be responsible for any loss or delay that is caused if this is due to negligence on our part or on the part of any of our staff or agents.

3.4 Your luggage

If you bring any luggage onto our trains or premises, you will be responsible to properly store and take care of your luggage and for any injury, damage or loss caused by it as a result of your failing to properly store or take reasonable care of it.

3.5 Use of System

You shall not misuse or allow the misuse of tickets, ticketing equipment or any other property located in any of the Stations

4 Tickets

4.1 Issuance of ticket

- (a) All tickets issued by us or on our behalf are subject to the Act, the Regulations and these Conditions of Carriage;
- (b) Any person to whom or on whose behalf a ticket is issued or who otherwise acquires a ticket shall be deemed to have knowledge of and to have agreed to these Act, Regulations and Conditions.

4.2 Requirement to hold a ticket

- (a) A ticket or valid authority to travel is needed for all KLIA Ekspres or KLIA Transit journeys.
- (b) Tickets must be purchased at our Stations prior to boarding the train or, in relation to KLIA Ekspres journeys from KLIA to KL CAT, at the completion of your journey.
- (c) Our Stations and authorised agents sell a range of tickets.

4.3 Please keep your ticket ready for inspection

You must show or give your ticket to our staff for inspection when required. If you do not have a valid ticket for your journey, you will be charged the full fare for your journey and a surcharge of RM20.00.

4.4 Period during which your ticket may be used

- (a) Single and return tickets are valid for one month from the day of purchase.
- (b) The period during which a ticket is valid is either printed on the ticket or stated in our notices and other publications.
- (c) If the validity of your ticket expires during a journey (if, for instance, your train does not reach its destination until after midnight), its validity will be extended to allow you to complete the journey.

4.5 Discount tickets, Season and other passes

Discount tickets, season and other passes may only be used by the person indicated in the discount tickets, season or other passes.

4.6 Ending a journey before final destination

If you are travelling on a KLIA Transit train you may leave the train at any Station through which you pass prior to your final destination, but you will not be entitled to any refund or credit in relation to the unused portion of your ticket. Please note that KLIA Ekspres trains do not stop at any intermediate Stations and you will not be able to leave the train until it arrives at KLIA or KL CAT, as the case may be.

4.7 If you travel further than your ticket allows

If you travel to a Station beyond the one specified on your ticket for any reason other than through our direction due to unforeseen circumstances, you must pay the difference in fare between the original destination and your ultimate destination.

4.8 Defaced or damaged tickets

- (a) You shall not deliberately damage a ticket or attempt to use a ticket which has been damaged or improperly altered.
- (b) If your ticket has become spoiled, it is not valid for travel. However, you may return it to whoever sold it and they may (unless it is reasonable for them to refuse to do so) issue a replacement. A reasonable administrative charge may be imposed.

4.9 Lost tickets

You are responsible for looking after your ticket. We are not obliged to replace a lost or mislaid ticket (or a portion of a ticket) or make a refund in respect of it. If, at our discretion, we do issue a replacement ticket we may charge a reasonable administration fee for this.

5 Rights to refunds

5.1 Refunds on tickets

If the KLIA Ekspres or KLIA Transit train you want to catch is delayed by any more than 60 minutes, for reasons within our control, and we do not arrange for you to be taken to your destination Station by alternative means of transportation as provided in condition 2.1(b) above, we will give you a full refund. Refunds may, subject to our discretion, be considered under certain other circumstances and an administrative charge may be imposed.

5.2 Method of refund

Refund forms are available, on request, at our Stations and should be completed and sent to us within the validity period of the tickets to the following address:

Express Rail Link Sdn Bhd
Level 2
KL City Air Terminal
KL Sentral Station
50470 Kuala Lumpur
MALAYSIA

The method of refund is at our discretion, and special arrangements will apply especially if a currency other than Ringgit Malaysia (RM) is involved.

6 Luggage

6.1 Accompanied luggage

- (b) You may carry no more than 3 pieces of personal accompanied luggage on our trains free of charge.
- (c) We reserve the right, however, to refuse to carry any item of luggage, even if it has been accepted on a previous occasion or is normally accepted, if in our opinion –
 - (1) it might cause injury, danger or inconvenience, or damage to property;
 - (2) there is not enough room for it;
 - (3) its loading or unloading may cause delay to trains; or
 - (4) it is not carried or packaged in a suitable manner.
- (c) Please note that animals, firearms and dangerous or noxious materials must not be carried on our trains.
- (d) Articles that do not exceed 1580 mm in overall dimensions (length plus height plus depth) and musical instruments, which you are capable of carrying without assistance, may be carried free unless they occupy a seat.
- (e) For larger articles or where a seat is occupied, you will be liable to pay an additional fare equal to the one you paid for your journey.
- (f) No powered vehicles will be carried except wheelchairs, which will be carried free.

6.2 Checked-in baggage

- (a) If you check-in your baggage at KL CAT or if you check-in your baggage through to KL CAT, then the airline with whom you checked-in is responsible for your baggage under the general terms and conditions applicable to your airline flight.
- (b) If you have checked your baggage through to KL C AT, then you must collect your baggage from the baggage carousel and clear your baggage through Customs at KL CAT.
- (c) All enquiries and claims in respect of checked-in or checked-through baggage should be made direct to your airline or their ground-handling agent. Our responsibility for your baggage is only to your airline or their ground-handling agent and not to you.

6.3 Our liability

- (a) We will only be liable for any loss or damage to luggage or its contents, which have been brought on to our trains or premises if the loss or damage was caused by the negligence or default of our staff, our agents or ourselves.
- (b) Our liability in respect of any item of luggage will not exceed the value of that item.

6.4 Lost property

- (a) Lost property found on our premises or trains will not be regarded as belonging to the finder and must be handed over immediately to a member of our staff for safekeeping and restoration to its owner.
- (b) If you leave behind any property on our trains or premises, we will do our best to return it to you, but it is not our responsibility to do so.
- (c) We or our agents may make a reasonable charge for the return of lost or unclaimed property to the owner, depending upon the type of article and the period during which it has been held before it is claimed.

6.5 Disposal of unclaimed property

Any items, which have not been claimed by the owner within three months of being found shall be deemed to be unclaimed property and we shall dispose of the same in accordance with section 40 of the Act.

6.6 Examination and destruction of property

- (a) If luggage is left on our trains or premises, we have the right to open it and examine the contents before removing it to a secure place.
- (b) We may, without being liable, remove or destroy any luggage or its contents and any other property that might in our opinion cause injury or inconvenience to persons or damage to property.
- (c) We may restrict or refuse access to retrieve an article if it is reasonable to do so.

7 Liability

7.1 Limitation of liability

We will not be liable to you except as expressly provided for in these Conditions.

7.2 Exclusion of liability due to delay or cancellation

Except as expressly provided in these conditions, we do not accept liability for any loss (including consequential loss) caused by the delay or cancellation of any train, by any missed connection to other modes of transport or by the closure of the railway.

8 General

8.1 Your contract

A ticket that has been issued to you is evidence of a contract between you and the person from whom you bought it (whether directly from us or another authorised person). Insofar as your ticket entitles you to travel on the KLIA Ekspres or KLIA Transit service, it is also evidence of a contract between you and us.

8.2 Our agents

A travel agent or authorised third party that issues a ticket that entitles you to use our trains does so as our agent.

8.3 Authority to waive conditions

Neither our nor any railway, station or airline staff or agents have any authority to waive or change these conditions, or to extend or vary the scope of our liability under these conditions.

8.4 Refusal of access

Any person whom we believe likely to act in a riotous, disorderly or offensive manner may be refused access to, or may be required to leave, trains, platforms or stations.

8.5 Alternative carriage

These conditions apply to the carriage of passengers and their luggage in road vehicles that we own or which are operated by any other party on our behalf. For these purposes, the term "train" includes any road vehicle owned or operated by us or on our behalf.

8.6 Feedback

Any feedback or queries on services and facilities provided by us can be made at any of our Customer Service Offices or by e-mail at CustomerEnquiry@KLIAekspres.com

8.7 Governing law

Malaysian law governs these Conditions. Any person bringing an action under these Conditions irrevocably submits to the jurisdiction of the Malaysian Courts.

8.8 Definitions

In these Conditions –

- (a) KL CAT means the Kuala Lumpur City Air Terminal at Kuala Lumpur Sentral, which includes a KLIA Ekspres and KLIA Transit station;
- (b) KLIA means the KLIA Ekspres and KLIA Transit station at Kuala Lumpur International Airport;
- (c) KLIA Ekspres means the Express Rail Link service operated by us nonstop between KLIA and KL CAT;
- (d) KLIA Transit means the Commuter Rail Service operated by us between KLIA and KL CAT, with transit stops at Bandar Tasik Selatan, Putrajaya, and Salak Tinggi;
- (e) Minister means the Minister for the time being charged with the responsibility for railways;
- (f) Stations means the KLIA, KL CAT and the KLIA Transit stations at Bandar Tasik Selatan, Putrajaya, and Salak Tinggi;
- (g) Timetable means the timetable for KLIA Ekspres and KLIA Transit posted at our Stations by us from time to time; and
- (h) us and we means Express Rail Link Sdn Bhd, and includes our servants and agents and the word "our" shall be construed accordingly.