

TERMS AND CONDITIONS OF CARRIAGE

1. Application of these Conditions of Carriage

- a. These Terms and Conditions of Carriage (**Conditions**), together with any Applicable Laws, regulate the relationship between you and Chartair, and apply to any Carriage performed by Chartair, and in any case where we have a legal liability to you.
- b. If Carriage is performed by Chartair pursuant to a charter agreement or arrangement, these Conditions will apply as if expressly incorporated into the charter agreement or arrangement, and the Passengers carried pursuant to the charter agreement will be carried on the basis that Carriage is subject to these Conditions. In the event of any inconsistency between the parts of the contract the terms of the charter agreement will prevail but only to the extent necessary to remove the inconsistency.

2. Definitions

Aircraft means any aircraft for the time being operated by Chartair in connection with any Carriage or other flight.

Applicable Laws means, as applicable to the Carriage: (1) Commonwealth, state and local government Acts of any country, regulations and legislative instruments made under them, and by-laws, rules and orders (including laws implementing an International Convention); and (2) authorisations, licences, permits, consents and approvals issued by any Government entity.

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

Baggage means personal property accompanying the Passenger on their trip including Checked Baggage and Cabin Baggage.

Carriage/Carried means carriage by air whether gratuitously or for reward including but not limited to Regular Public Transport or Charter.

Cabin Baggage means baggage, personal effects or other articles (not being Checked Baggage) which accompanies the Passenger in the Aircraft cabin during the Carriage.

Chartair, we, us our means Chartair Pty Ltd ABN 36 123 025 945.

Charter means carriage of cargo or passengers on non-scheduled operations by Chartair for hire or reward but excluding Regular Public Transport (scheduled services).

Check-in Deadline means 30 minutes before the scheduled departure time.

Checked Baggage means baggage, personal effects or other articles registered with Chartair intended to be carried in the Aircraft hold during the Carriage.

Dangerous Goods means any goods which are or may become dangerous, volatile, explosive, flammable or hazardous (whether the Passenger is aware of the dangerous or hazardous nature of the goods or not), and includes, without limitation, goods forbidden, limited or restricted from time to time by Applicable Laws.

Excess Baggage means Checked Baggage over 12kg which may be carried at Excess Baggage Rates.

Excess Baggage Rates are \$6.60 per kilogram.

Force Majeure Event means the occurrence of an event that is beyond the reasonable control of the party affected by the event, and includes a material change to Applicable Laws, an Act of God, strikes, lockouts and other industrial disturbances, war (declared or undeclared), sabotage, terrorism, blockade, revolution, riots, insurrections, civil disturbances, epidemics, cyclones, tidal waves, landslides, lightning, earthquakes, floods, storm, fire, explosions, embargoes, cancellation of contract of carriage by a charterer, failure by third parties to provide goods and services and an inability to obtain or delay in obtaining government approvals, permits or authorisations (provided that the affected party is not in default of its obligations or the requirements in respect of such approvals, permits or authorisations), provided that a lack of funds for any reason cannot constitute a Force Majeure Event.

Passenger means the person who is Carried or to be Carried on the Aircraft as a passenger (excluding members of the crew).

Personal Information has the meaning given in the Privacy Act 1988.

Regular Public Transport means flight operations performed for remuneration and conducted to fixed schedules over specific routes by Chartair, and on which seats and/or cargo space is available to the general public.

Ticket means the Passenger's ticket / itinerary / receipt issued by or on behalf of us for any flight conducted with us (whether it be for Regular Public Transport or Charter).

you or your means the Passenger.

3. Tickets

- a. Chartair may issue Tickets for particular flights. Tickets issued by Chartair are valid only for:
 - i. the Passenger stated on the Ticket and are not transferable to another person; and
 - ii. the flight shown on the Ticket and will become invalid if not used for that flight.
- b. Chartair's obligation to provide Carriage is subject to you providing your Ticket, satisfactory proof of your identity and any necessary travel documents when checking in to board a flight.
- c. Chartair advises Passengers to arrive at the airport at least 45 minutes before scheduled departure time in order for the Passenger to check-in before the Check-In Deadline.
- d. The Check-in Deadline is 30 minutes before the scheduled departure time. No Passengers or Baggage will be accepted after the Check-in Deadline and Chartair has no liability to any Passenger who fails to check-in by the Check-in Deadline. Failure by a Passenger to comply with the Check-in Deadline will result in the forfeit of a passenger's ticket and no refund or reschedule will be allowed.
- e. You are responsible for applicable taxes, fees and charges imposed by government, other authority or by the operator of an airport or aerodrome.

4. Flight times, delays and cancellations

- a. Chartair will use its best endeavours to operate in accordance with any stated or published arrival and departure dates and times. However, flight dates or times are not guaranteed and do not form part of your contract of Carriage with us. You acknowledge and accept that:
 - i. unscheduled delays are at times unavoidable;
 - ii. flights may need to change due to a range of factors including but not limited to operational, maintenance, safety or security reasons or due to weather conditions, the directions of air traffic control, governmental authorities or a Force Majeure Event; and
 - iii. you may miss connecting flights and or any other form of transportation (whether provided by us or another carrier or transporter) and / or may suffer some personal, financial or other loss as a result of a delay, cancellation or other change made by us.
- b. Without limiting clause 4a, Chartair may at any time:
 - i. cancel, reschedule or delay any flight, or part thereof, regardless of whether prior confirmation of any booking has been given to you;
 - ii. substitute any aircraft for an alternative aircraft; and/or
 - iii. change the route to be flown, including any stops.
- c. If, in the opinion of our crew, an Aircraft for any reason whatsoever cannot be safely landed at a particular airport, Passengers intending to disembark at that airport may be landed at the next practicable airport of call. In this case Passengers are entitled to be taken to the airport of original destination by the first aircraft on

which Chartair has space available, or by another carrier nominated by Chartair, at our expense.

5. Cancellation or rescheduling

- a. Subject to clauses 5b and 5c below, if you want to cancel or reschedule a flight with us or change Passenger details, you must notify us or the issuing agent at least 24 hours prior to the stated departure time.
- b. If you cancel a Ticket, you must pay the following cancellation charges:
 - i. cancellation 24 hours or less before a Regular Public Transport flight departure time: 100% of the Regular Public Transport Ticket price and no refund will be available;
 - ii. cancellation 24 hours or less before a Charter flight departure time: 100% of the Charter price and no refund will be available;
 - iii. cancellation more than 24 hours but less than 48 hours before the Regular Public Transport flight departure time: 50 % of the Regular Public Transport Ticket price;
 - iv. cancellation more than 24 hours but less than 48 hours before the Charter flight departure time: 50% of the Charter price;
 - v. cancellation more than 48 hours before the Regular Public Transport will be \$55 or Charter flight 75% cancellation fee will apply to each cancellation.
- c. If a Passenger wishes to:
 - i. reschedule a Regular Public Transport flight to a different day; or
 - ii. change the name of the Passenger or any other Passenger details on a Regular Public Transport flight,
 an administration charge of \$55 will apply to each change. No changes can be made on the date of departure.
 If a Passenger wishes to reschedule a Charter flight to a different day, an administration charge of \$55 will apply to each change. No changes can be made on the date of departure.

6. Baggage

- a. Unless otherwise stated on your Ticket, you may check-in up to 12kg of Checked Baggage.
- b. The total weight of all Cabin Baggage of each Passenger must not exceed 2kg and size limits apply. Cabin Baggage is limited to one handbag or small package per person in the aircraft cabin. You may also take other small items such as items of clothing on board or magazines. To prevent delays during check in, please present all items of Checked Baggage and Cabin Baggage at the check in counter.
- c. Carriage of Excess Baggage must be pre-approved by Chartair at the time of booking and is subject to available space and weight and payment by you of the applicable Excess Baggage Rates. You agree that Excess Baggage may not be carried on the same flight as you.
- d. Chartair is not liable for loss, damage to or delay in the delivery of delicate, brittle, fragile or perishable items, commercial goods or business documents, money, jewellery, precious metals, computers, electronic equipment, camera or travel documents which are included in Checked Baggage or Cabin Baggage whether with or without our knowledge.

7. Prohibited Items and Dangerous Goods

- a. You must not carry, use or include in your Checked Baggage or Cabin Baggage or otherwise try to bring on board the Aircraft any Dangerous Goods or the following prohibited items, including but not limited to:

- firearms or weapons of any type; ammunition, gunpowder, mace, tear gas or pepper sprays; fireworks, signal flares, matches, sparklers or explosives; lithium batteries (with power greater than 160Wh);
 - machines and tools with petrol-powered engines; self-inflating life vests;
 - poisons, oxidizing materials, organic peroxides, toxic substances, infectious substances; corrosive substances (such as acids, alkalis and mercury, wet cell batteries, drain cleaners and solvents);
 - spray cans, butane fuel, scuba tanks, propane tanks, CO2 cartridges; fuel, paints, lighter refills; camping fuel containers/camping gear containing fuel; dry ice – carbon dioxide; radioactive materials;
 - security attaché cases incorporating explosives and dye cartridges; live animals except where pre-approved by Chartair;
 - Dangerous Goods listed in the International Civil Aviation Organisation's Technical Instructions for the Safe Transport of Dangerous Goods by Air or the Dangerous Goods Regulations of the International Air Transport Association, that have not been approved by Chartair in advance of Carriage and appropriately packaged and labelled by the Passenger in accordance with applicable regulations; items which are likely to endanger the Aircraft or persons or property on board the Aircraft, or that may become dangerous;
 - items which are prohibited by any Applicable Laws from being carried on any Aircraft;
 - any alcoholic liquor, volatile spirits or other goods of a dangerous, flammable or offensive nature; and
 - any other item that Chartair reasonably determines to be prohibited, unsuitable for Carriage because they are dangerous or unsafe or due to the weight, size or character of an item (e.g. fragile or perishable items).
- b. If you are in doubt about whether any item constitutes Dangerous Goods or is prohibited under these Conditions, you must contact Chartair in advance of the Carriage to seek clarification. Chartair reserves the right to determine what items are suitable for Carriage and any decision made by Chartair is final.
 - c. If, in our sole opinion, any items become or are liable to become dangerous, inflammable, explosive, volatile, offensive or damaging in nature, we may at any time confiscate, retain, destroy, discard, seize, dispose of, abandon or render harmless such items without compensation to you at your cost. Items of concern may be handed over to, or reported to; Federal, State or local authorities at the discretion of Chartair.
 - d. Chartair, government or airport officers or their representatives may require you to submit to clothing or body searches or require a baggage search or inspection to be done with or without you being present.

8. Passenger conduct and refusal of Carriage

- a. You must:
 - i. promptly comply with all reasonable directions given by any crew member or Chartair personnel;
 - ii. not do, or fail to do, anything that may adversely affect the safety or security of any passenger, crew or the Aircraft;
 - iii. not behave in a manner that may be offensive to other passengers or crew; or
 - iv. tamper with or interfere with the Aircraft.
- b. We may refuse Carriage of any Passenger, goods or Baggage (even after you have boarded) without any liability to you or any other

person if, in our absolute discretion, we believe that the following circumstances have occurred or reasonably believe will occur:

- i. you do not appear to have all necessary documents or have not checked in on time;
- ii. you appear to be under the influence of alcohol or drugs;
- iii. you fail to comply with these Conditions or any Applicable Laws or if carrying you will breach any law;
- iv. if Carriage of you or your Baggage may put the safety of the Aircraft or the safety or health of any person in danger or at risk;
- v. you act in an aggressive or threatening manner towards any person including another passenger, ground staff or crew member;
- vi. you fail to obey the instructions of ground staff or a member of the crew of the Aircraft relating to safety or security;
- vii. you refuse to allow a security or safety check to be carried out on you or your Baggage;
- viii. you are carrying Dangerous Goods or other goods prohibited under these Conditions;
- ix. you require special assistance, reasonable notice of this assistance was not given to us prior to Carriage and we are unable to provide the special assistance at the time of Carriage; or
- x. you have lost, stolen or unlawfully acquired a Ticket.

9. Travel Documents and Insurance

- a. You are responsible for obtaining and retaining all travel documents (including permits, visas and other travel documents) and for complying with all laws, regulations, orders and travel requirements of the jurisdictions to be flown from, into or over. We will not be liable for the consequences of any failure by a Passenger to obtain such documents or to comply with such laws, regulations, orders or requirements.
- b. We will not be liable for the return of any Passenger who has been refused entry to any location unless a full return fare has been paid.
- c. As there are risks involved in travel and our liability to you is limited, you may choose to purchase travel insurance to suit your needs.

10. Health and Passenger requirements

- a. It is your responsibility to find out about and obtain any inoculations that are required for the area you are visiting, and to find out about any potential dangers to your health and safety at their destination and any stopovers.
- b. If you are suffering from any illness, disease or other condition which may make it unsafe for you or other passengers if you travel, you must notify Chartair prior to Carriage, and if we consider, acting reasonably, that it may not be safe for you or other passengers for you to travel, then we may refuse to carry you.
- c. *Deep vein thrombosis (DVT)*: Prolonged immobility may be a risk factor in the formation of clots in the legs, known as DVT, according to some studies. If you feel you may be at risk from DVT or other health problems, you must consult your doctor before travelling.
- d. *Pregnancy*: Chartair does not represent that air travel is safe at any particular point during pregnancy. You must seek advice from your own medical practitioner prior to the Carriage as to whether it is safe to fly and whether you require medical clearance due to the nature of your pregnancy and the length of the Carriage.
- e. *Special Assistance*: If you require special assistance to board, fly or disembark the Aircraft (for example due to having limited mobility or a service animal), you must notify us in advance of date of travel to discuss the arrangements that may be required.

11. Liability

- a. The *Civil Aviation (Carriers' Liability) Act 1959* (Cth) will apply to limit our liability as follows:
 - i. for death of or bodily injury to any Passenger - a maximum of \$925,000;
 - ii. for destruction, loss of or damage to Checked Baggage - a maximum of \$3,000 per Passenger; and
 - iii. for destruction, loss of or damage to Cabin Baggage - a maximum of \$300 per Passenger.
- b. Under the Australian Consumer Law, consumers are entitled to a guarantee that services will be rendered with due care and skill, fit for a particular purpose and supplied within a reasonable time. Where our services do not meet these consumer guarantees, you are entitled to seek a remedy under the Australian Consumer Law. If the breach cannot be remedied or amounts to a major failure, the person named in the Ticket (or the person who paid for the Ticket upon presentation of satisfactory proof) are entitled to a refund or other remedies under the ACL. You may also be entitled to compensation for reasonably foreseeable losses caused by the failure. Whether there has been a breach of the consumer guarantees depends on the circumstances and we consider a range of factors in determining whether our services were provided in accordance with the consumer guarantees, including: the reason for the delay or cancellation (for example whether it was caused by Chartair, another party or by factors outside our control); the length of any delay; and whether we remedied the delay or cancellation, for example by reaccommodating you on another flight within a reasonable time.
- c. Where the Australian Consumer Law applies, it will prevail to the extent that any provision of these Conditions is inconsistent with, or would otherwise breach, the Australian Consumer Law, but only to the extent of any inconsistency.
- d. To the extent permissible under s64A of the Australian Consumer Law, where flight services have not been acquired for personal, domestic or household use, we limit our liability to either supplying of the services again, or the payment of the cost of having the services supplied again.
- e. To the extent permitted by law, any exclusion or limitation of liability of Chartair will apply to, and be for the benefit of, our authorised agents and representatives and extend to related companies and independent contractors.
- f. Except as provided by these Conditions, any Applicable Laws (such as the ACL) or international conventions that cannot be limited or excluded, Chartair excludes all liability for any costs, expenses, losses or damage whatsoever (including but not limited to any loss of use, contract, opportunity and any indirect, incidental, special, punitive or consequential loss or damage or expenses of any kind) that may arise in any way in connection with the Carriage.
- g. You indemnify Chartair for any losses, legal costs and other expenses incurred by Chartair (including any fines or penalties imposed on us) arising out of or in connection with:
 - i. your failure to comply with these Conditions and/or the Applicable Laws; and
 - ii. the Carriage of prohibited items or Dangerous Goods referred to in clause 7.

12. Time limitations on claims and actions

- a. Any claim for loss of or damage to Baggage must be made in writing to Chartair within the following timeframes:
 - i. in the case of delay, damage to or destruction of part only of an item of baggage checked – within 3 days after the date of receipt by you (or a person on your behalf) of the Checked Baggage; or

- ii. in the case of loss or destruction of one or more whole items of Checked Baggage – within the period of 21 days from the date on which the Checked Baggage should have been provided to you; or
 - iii. in the case of loss or destruction of Cabin Baggage, within the period of 3 days from the date on which your Carriage ended.
- b. Your right to claim damages from us in relation to Carriage is extinguished if you do not bring your action within 2 years after date of arrival of the Aircraft at the destination, or, where the Aircraft did not arrive at the destination:
- i. the date on which the Aircraft ought to have arrived at the destination; or
 - ii. the date on which the Carriage stopped.

13. Privacy

Chartair collects personal information about you to provide you with the Carriage and for immigration and customs control, security, administrative and legal purposes. The collection and use of your personal information is subject to Applicable Laws.

You authorise us to retain your personal information and to disclose your personal information to other carriers, travel service providers, organisations which provide services to us, credit and other payment card companies, various law enforcement agencies and governments around the world for security, customs, emergency and immigration purposes.

14. General

- a. No employee, agent or representative of Chartair is entitled to alter or waive these Conditions. No alteration or waiver is valid and binding on Chartair unless it is in writing signed by Chartair and provided to you on Chartair letterhead.
- b. Any provision, or the application of any provision, of these Conditions that is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions of these Conditions in that or any other jurisdiction.
- c. These Conditions are to be interpreted in accordance with the laws of New South Wales, Australia, and subject to there being no overriding provisions in an applicable Convention, the parties submit to the non-exclusive jurisdiction of the Courts of New South Wales, Australia.