

## **AIR WHITSUNDAY PTY LTD BOOKING CONDITIONS and CONDITIONS OF CARRIAGE**

1. The liability of the Carrier under this Contract is subject in all respects to the provisions of the Civil Aviation (Carriers' Liability) Amendments Act 1982 and in particular in respect of death or injury is limited to the sum of \$180,000 and in respect of baggage is limited to the sum of \$1600 including a maximum of \$160 in respect of baggage other than registered baggage.
2. Light baggage only will be carried and larger bags by special arrangement. The carrier accepts no liability whatsoever for loss or damage to any baggage resulting from the inherent defect quality or vice of goods carried or for loss of or damage to registered baggage not collected by the passenger within a period of 12 hours after the arrival of the aircraft at destinations
3. This ticket is valid only for the date, service and passengers specified hereon. Refunds and cancellation fees will be made and charged by the carrier in its absolute discretion. Each passenger must be ready at the departure point at least 15 minutes prior to scheduled flight times otherwise the carrier may forfeit the passengers seat allocation and reallocate the same and the carrier shall be under no liability whatsoever to the passengers in respect of such forfeiture and reallocation. Exact time of departure or arrival is not guaranteed. The carrier reserves the right to decide the suitability or otherwise of meteorological and other conditions for the normal performance of the flight and to modify the time and place of departure or landing and the route and accepts no responsibility for making connections.
4. The passenger shall not take into the aircraft or include in his or her baggage or goods any explosives, volatile spirits, corrosives, matches (other than safety matches), any easily ignitable article or any offensive thing likely to cause inconvenience to passengers or anything likely to endanger aircraft passengers or goods.
5. In circumstances beyond the control of the carrier including without limitation strikes, industrial disputes, inclement weather or loading restrictions resulting there from where the carrier can not commence or complete this contract for carriage by air, the carrier shall have no liability whatsoever other than refund of the fare paid of the passenger less the value of any flown mileage. In all other causes the carrier will at the option of the passenger forward him as soon as possible to his destination by any other available and reasonable means or refund the fare as aforesaid and the carrier shall be under no further or other liability. Where circumstances beyond the control of the carrier limit the number of booked passengers the carrier may in its absolute discretion decide if the passenger may be carried on the flight, whether the passenger has commenced his journey or not.
6. The passenger shall comply with the instructions of the carriers, servants or agents concerning all matters connected with or consequential to the air service and shall comply with the conditions of this ticket and the terms of any notice exhibited in the aircraft and shall be responsible for any loss or damage occasioned by non observance of any instructions, conditions or notice.
7. The passenger shall not enter or remain in the aircraft while his status or mental or physical condition is the opinion of any servant or agent objectionable to other passengers or involve hazard to himself other persons or property and the carrier shall not be bound to provide substituted carriage under Clause 5 hereof for such a person precluded by reasons this clause from completing his journey. The passenger shall remain seated during all phases of flight. The passenger shall not smoke in or in the vicinity of the aircraft, throw anything from the aircraft or walk in front of the aircraft or in the vicinity of the engines when entering or leaving the aircraft.
8. The passenger shall not, while on board the aircraft, consume any intoxicating beverage unless it is supplied to him by the servants of the carrier.
9. The carrier reserves the right without notice to cancel any flight or to substitute any aircraft for that originally scheduled or to transfer the passenger without notice to any other aircraft or flight and all the conditions of this ticket shall remain applicable to such substituted carriage.
10. The carrier may arrange with any person or corporation to undertake the carriage hereby contracted for any part thereof or any service auxiliary thereto including the transportation of the passenger, his baggage and goods to and from any aerodrome or taking off or landing place and any such person or corporation and his servants, agents or employees shall be entitled to the benefits of these conditions to the same extent as the carrier.
11. Wheresoever this ticket may have been issued this contract shall be governed and constructed in accordance with the laws of the Commonwealth of Australia and the State of Queensland.
12. Any ticket issued by Air Whitsunday for carriage over the lines of another air carrier or tourist operator is issued only as agent.
13. The Carriers name may be abbreviated in the ticket.
14. At the time of reservation all bookings must be made with either a minimum 10% deposit or credit card details to confirm seats.
15. All reservations cancelled more than 24 hours prior to departure are entitled to a full refund of deposit.
16. All reservations cancelled within 24 hours of departure will result in a 100% cancellation fee that will be charged to the supplied credit card.
17. Reconfirmation is required the day prior to travel by telephoning Air Whitsunday Administration on (07) 4946 9111. The carrier will not be held liable for missed flights as a result of passengers not reconfirming all flight details the day prior.
18. The carrier does not guarantee you any particular seat
19. In these conditions the expression "the carrier" means Air Whitsunday, its servants and agents and any other air carriers that carry or undertake to carry the passenger to whom this ticket is issued or who is carried by virtue of the issue thereof. Word importing the singular or plural number of the masculine or feminine gender shall, where the context permits, include the plural or singular number of the feminine or masculine gender as the case may be. Carriage to be performed hereunder by several successive carriers is regarded as a single operation.