

Conditions of Carriage

These Conditions of Carriage (“the Conditions”) together with the documents referred to in Paragraph 2.2 form a contract between You and Our Airline in relation to Your travel on Our Airline Services.

1. What These Conditions Do

- 1.1. These Conditions deal with very important issues, including:
 - a. How and when these conditions apply;
 - b. Fares and tariffs;
 - c. Passengers who need special assistance;
 - d. Important information for Your health and safety;
 - e. Refusal of carriage;
 - f. Schedules and disruptions; and
 - g. Our liability to You (including limits of liability).
- 1.2. Please read these Conditions carefully and visit the Our Airline Website or contact the Our Airline Call Centre (**1300 369044 within Australia or +61 7 32296455 if calling from overseas**) if You have any questions.

2. How and When These Conditions Apply

- 2.1. **General.** These Conditions apply whenever You travel on a Our Airline scheduled air travel service and the “ON” Airline Designator Code is shown in the “carrier” box of Your Ticket.
- 2.2. **Basis of carriage.** Your travel with Our Airline is subject to the following documents, enactments and instruments: (a) the Conditions of Contract and Other Important Notices; (b) these Conditions; (c) any applicable Conventions; (d) any applicable Laws; (e) the Policies; and (f) any written or oral directions given to You by Our Airline Staff and/or Authorised Agents.
- 2.3. **Interaction with Laws, Tariffs, Conventions.** These Conditions will: (a) apply to the extent permitted by any applicable Laws, and if any provision of these Conditions are void, illegal, invalid or unenforceable, these Conditions will be read down to the extent necessary to ensure they are not void, illegal, invalid or unenforceable; and (b) prevail unless inconsistent with any applicable Laws, Conventions or Tariffs, in which case the Laws, Conventions or Tariffs will apply to the extent of the inconsistency.
- 2.4. **Variation and waiver.** No Our Airline Staff, Authorised Agent or other person is authorised to vary these Conditions. However, Our Airline Staff and/or Authorised Agents may in certain circumstances waive Fare Rules or amounts payable. A waiver on one occasion does not constitute a waiver on any other occasion.
- 2.5. **Other transportation or services.** These Conditions do not apply to any non-air transportation or other services Our Airline arranges for You (for example, bus transfers and hotel accommodation). Our Airline arranges these services (if applicable) for You as Your agent and Your contract is with the provider of the transportation or services. If You require further information about the terms of the contract please contact Our Airline.

2.6. **Charter Operations.** These Conditions only apply to charter operations if carriage is performed by Us under a charter agreement (hire arrangement) unless You are advised otherwise in writing by or on behalf of the charterer prior to boarding the aircraft.

3. Getting Ready To Fly

3.1. **Passports, visas and authorisations.** It is Your responsibility to comply with all laws, regulations and orders of Your chosen destination. For more information, please ask an Authorised Agent or consult with the government which issued Your passport. Please consider the following:

- (a) Make sure You have a valid passport. If Your passport expires in 12 months or less, You may want to check whether this is sufficient for Your chosen destination and time away;
- (b) Check with the government which issued Your passport and the consulates of Your chosen destination to see whether You need a Visa, other travel documents, or other information such as vaccination records; and
- (c) Find out about any dangers to Your health and safety at Your chosen destination.

The above list is given as a guide only. It remains Your responsibility to ensure that You have all required authorisations and documentation for Your travel. Any assistance which Our Airline provides You in this area does not release You from Your obligations.

3.2. **Finding out about where You are going.** It's a good idea to check relevant government websites to find out about any dangers and risks to Your health and safety at Your chosen destinations. You can do this by checking with government agencies like the Australian Department of Foreign Affairs and Trade (<http://www.smartraveller.gov.au>) or the New Zealand Ministry of Foreign Affairs and Trade (<http://www.safetravel.govt.nz>).

3.3. **Your health.** The health and safety of all of Passengers is paramount. That's why it is important for You to be aware of health and safety issues which are relevant to You and to tell Our Airline about any health issues which affect Your safety or the health and safety of others. If You are in any doubt, You should consult Your doctor and talk to an Authorised Agent and/or the Our Airline Call Centre.

- (a) **Risks inherent to being seated for extended periods of time.** By its very nature, medium to long-haul air travel involves extended periods of sitting. This may be a risk factor for some people forming blood clots in limbs, 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.
- (b) **Medical Clearance.** If You have a medical condition that falls within Our Medical Clearance Guidelines, Our Airline may require You to provide a Medical Information Form signed by a qualified medical practitioner. If You do not provide a Medical Information Form which is satisfactory to Our Airline, We may refuse to carry You on Our flights. The Medical Clearance Guidelines can be accessed by contacting the Our Airline Call Centre.

3.4 **Travel insurance.** It can be expensive if something happens to You when You are overseas. Our Airline strongly recommends that You purchase travel insurance for Your journey.

4. Code Share Services

We have arrangements with other carriers known as Code Share Services. This means that You may have made a reservation with Us and You may travel on another carrier's aircraft and vice versa.

If such arrangements apply to Your flight, We will advise You of the carrier operating the aircraft at the time You make a Reservation. The conditions of carriage of the carrier whose flight number appears on Your Ticket will apply to Your flight.

5. Reservations and Seat Allocation

5.1. **What is a Reservation?** A Reservation is a booking on an Our Airline flight, and is confirmed only when recorded and paid for and accepted by Our Airline. An open-dated ticket is not a reservation.

5.1. **How to make a Reservation.** You can make a Reservation with Our Airline by booking with Our Airline or an Authorised Agent or online at www.ourairline.com.au.

5.2. **What happens next?** Once You have a Reservation, You will also have to pay the Fare for the Reservation either at the time of booking and in some cases within the Ticketing Time Limit. Make sure You clearly understand the Ticketing Time Limit when Our Airline or the Authorised Agent advise You of it. If You do not pay for Your Reservation within the Ticketing Time Limit Our Airline may cancel Your Reservation. If You pay for Your Reservation at the time of booking or within the Ticketing Time Limit You will be issued with a Ticket by Our Airline or Your Authorised Agent.

5.3. **If You don't use a Reservation.** Depending on the Fare Rules which apply to Your Reservation, if You do not use the Reservation, You may forfeit Your Fare.

5.4. **Seat allocation.** Some Our Airline Fare classes and cabin classes may allow You to request a preferred seat and/or cabin area. You may also have requested to be placed in a certain seat and/or cabin area during the booking process, through an Authorised Agent or through the Our Airline Call Centre. Our Airline will endeavour to accommodate Your seat request. However, Our Airline does not guarantee You any particular seat, even if You have nominated a seating preference. Our Airline may change Your seat at any time, even after You have boarded the aircraft. This may be necessary for safety or operational reasons.

5.5. **Collection of personal information.** When You make a Reservation with Our Airline, We must collect certain personal information in order to process Your Reservation and to comply with Our Airline's legal obligations. Our Airline's privacy policy applies to all of the information We collect. Please refer to the Our Airline Website or contact the Our Airline Call Centre for more information.

6. Tickets, Fares and Tariffs

6.1. **Issuing a Ticket.** If You have a Reservation and You pay for it within the Ticketing Time Limit either Our Airline or an Authorised Agent will issue You with a Ticket. A Ticket may be an Electronic Ticket. Other airlines may be authorised to issue Electronic Tickets for Our Airline.

- 6.2. **Importance of Ticket.** Your Ticket is Your primary evidence of Your contract with Our Airline and is a valuable document. You should keep it safe. If Your Ticket was issued by Our Airline, an Authorised Agent or another airline, it remains the property of Our Airline.
- 6.3. **Lost Tickets.** If You lose Your Electronic Ticket, You can print another copy or ask Our Airline to send You an Electronic Ticket by email.
- 6.4. **Rules about Tickets.** Tickets are not transferable (except for Fare types where name changes are permitted) and You must not sell or transfer them to anyone else. The name changes MUST occur by calling Our Airline Call Centre. Our Airline will not honour a Ticket which has been sold or transferred to a person other than the person to whom the Ticket was issued. You will not be entitled to be carried on a flight unless You provide a Paper Ticket issued in Your name or an Electronic Ticket issued in Your Name and positive identification.
- 6.5. **Ticket validity and extension of validity.** Unless Your Ticket, Itinerary, Fare Rules or applicable Tariffs state otherwise, the following rules apply to the validity of Your Ticket: (a) A Ticket for International Travel is valid for one year from the date of commencement of travel, or if the Ticket is not used, one year from the date of the issue of the Ticket. (b) Our Airline may in its absolute discretion extend the validity of Your Ticket if Your travel is disrupted by an event beyond Our control.
- 6.6. **Insurance.** Our Airline strongly recommends You purchase insurance to cover against any losses You might incur if for any reason You are unable to travel with Our Airline on Your planned travel date.
- 6.7. **Changes.** Any changes to Your Ticket or Itinerary must be made by Our Airline or an Authorised Agent and in accordance with the Fare Rules.
- 6.8. **Fares.** Our Airline sets various Fares for the various cabin classes available on its services. The Fares are set in Our Airline's absolute discretion and provide the inclusions and exclusions set out in detail in the Fare Rules. In general, Fares cover the transport of You and Your Baggage (subject to Our Airline Conditions of Contract and Other Important Notices) from the origin specified in Your Ticket to the destination specified in Your Ticket. The Fares do not cover Your transport to or from the airport or between airports and/or other places.
- 6.9. **Which Fare applies?** Our Airline will calculate Your exact Fare when You pay for Your Reservation. Our Airline reserves the right to change Fares (for example, by changing taxes or surcharges) before You pay for Your Reservation.
- 6.10. **Fare Rules.** Our Airline has various Fare Rules which apply to its Fares, and these rules influence both the price and the flexibility of the relevant Fares. Our Airline or Your Authorised Agent will tell You about the Fare Rules which apply to Your Reservation, and You can find out more about the Fare Rules on the Our Airline Website. Some Fare Rules relate to non-refundable or very restricted Fares and You should carefully consider these rules, Your needs and Your insurance cover before You pay for Your Reservation. Should the Fare Rules applicable to a particular Fare not suit Your travel requirements We encourage You to upgrade to a more suitable product (for example, full economy Fare).

6.11. **Taxes and charges.** You are responsible for applicable taxes or charges imposed by governments, other authorities or by the operator of an airport that are in effect on the date of travel.

7. Refunds

7.1 **According to Fare Rules.** Depending on the Fare Rules You might be entitled to a refund on part or all of Your Ticket. If You are entitled to a refund Our Airline will refund the Fare You paid for any unused, refund-eligible part of Your Ticket, together with any taxes, levies and surcharges which applied to those parts of Your Ticket subject to the Refund Rules listed in Subparagraph 7.2. The amount of the refund will be calculated as follows:

- (a) if no portion of the Ticket has been used, an amount equal to the Fare paid (including any applicable taxes, levies and surcharges), less any applicable service charges or cancellation fees; and
- (b) if a portion of the Ticket has been used, the refund will be an amount equal to the difference between the Fare paid and the applicable Fare for travel between the points for which the Ticket has been used (considered on a one-way basis where appropriate, and including any applicable taxes, levies and surcharges) less any applicable service charges or cancellation fees.

7.2 **Refund Rules.** The following rules apply to all refunds:

- (a) if the Ticket is a Paper Ticket Our Airline will only provide a refund on surrender of the Paper Ticket (including all unused Flight sectors) to Our Airline;
- (b) Our Airline may in its absolute discretion provide the refund either to the person named in the Ticket or to the person who has paid for the Ticket once Our Airline receives satisfactory evidence of payment for the Ticket by that person;
- (c) Our Airline reserves the right to provide the refund in the currency of the original booking or in Australian Dollars at Our Airline's discretion; and
- (d) the refund provided under Subparagraph 7.2(c) will be in full and final satisfaction of any claim for refund by the person who paid for the Ticket and the person named on the Ticket. Our Airline will refund any taxes and charges which You have paid on parts of Your Ticket which You have not used if those taxes and charges are refundable and provided that Our Airline has not already provided the taxes and charges to the authority which levied them.

7.3 **Refusing refund.** Irrespective of Subparagraphs 7.1 and 7.2 Our Airline may still refuse to give You a refund if:

- (a) You apply for a refund after the expiry of the validity period of the Ticket (see Subparagraph 6.5);
- (b) Your Ticket has been held by government officials as evidence of an offence against the laws of any country; or

- (c) Our Airline in its absolute discretion determines that Your application for a refund represents an abuse of the Fare Rules or represents an attempt to unconscionably obtain an advantage.

7.4 Our Airline reserves the right to charge You a reasonable administration fee. If the administration fee exceeds the amount of the refundable taxes and charges Our Airline will not pay You a refund.

8. Passengers who require special assistance or special meals

8.1 **Special assistance.** If You require special assistance (for example, due to illness, incapacitation, limited mobility, or travelling as an unaccompanied minor) Our Airline will not refuse to carry You provided that:

- (a) You have fully informed Us of any special requirements at the time of making a Reservation;
- (b) You have complied with any reasonable requests We may have (including complying with Our Policies); and
- (c) We and the operator of any relevant Code Share Services have agreed to provide the special assistance. Please visit the Our Airline Website or contact the Our Airline Call Centre for more information.

8.2 **Special meals.** If You request a special meal when You make Your Reservation We will try to ensure it is available on Your selected flight. We will not be liable to You for any loss, expense, or other damage should We, for any reason, be unable to provide Your requested special meal.

9. At the airport

9.1 **Check-in.** You must arrive at the airport early enough to allow You to complete check-in procedures before the check-in deadline and You must bring with You a valid passport, Your Paper Ticket (or Your Itinerary if You have been issued with an Electronic Ticket) and all necessary travel documentation for Your Destination and Your Stopovers. You must present all of these documents to Our Airline Staff if You are asked to do so. You must keep any material Our Airline gives You at check-in (such as a boarding pass and a baggage check document) until You complete Your travel with Our Airline.

9.2 **Check-in deadline.** You will be advised of the check-in deadline for Your flights in Your Itinerary and/or by Your Authorised Agent. As a general rule check-in commences three hours prior to departure and closes one hour before the scheduled departure time of the aircraft. As flight times may change and different airports may have different check-in deadlines You must make sure You are aware of the check-in deadline for all of the flights shown on Your Ticket.

9.3 **Arriving at the boarding gate.** You must complete all departure formalities (such as clearing Immigration) in time to arrive at the boarding gate no later than the time specified to You at check-in and displayed on the flight information displays at the airport.

9.4 **If You are late or You do not comply with check-in rules.** If You are late or You do not comply with the check-in rules described in Paragraph 9 Our Airline reserves the right to

cancel Your Reservation, refuse to carry You and/or to charge You a reasonable service fee. You may forfeit your fare if you as per the applicable fare rule.

- 9.5 **Presentation of travel documents.** If Our Airline asks You to do so You must present travel documents for the destinations and stopovers listed on Your Ticket and You must permit Our Airline to make copies of them for security and procedural requirements and/or as required by any applicable Laws.

10. Refusal of carriage

- 10.1 **General.** Our Airline strives to ensure an enjoyable, safe and secure travel experience for all of its Passengers. Our Airline may take all steps it believes necessary to ensure the safety and security of its Passengers including refusing carriage to You and other Passengers in some circumstances. In addition Our Airline may refuse carriage due to the practice of overbooking.

- 10.2 **Refusal of carriage due to conduct.** Our Airline may refuse to carry You or Your Baggage if Our Airline in its absolute discretion determines that:

- (a) Refusal of carriage is necessary to ensure the safety of You or others;
- (b) Carrying You on the flight may materially affect the comfort of any person on the flight;
- (c) Refusal of carriage is necessary to comply with any applicable Laws (including any laws of countries You are being flown from, to or over);
- (d) You have failed to comply with Our check-in requirements, including minimum check-in times;
- (e) You failed to arrive at the boarding gate by the time listed on Your boarding pass or shown on the flight information screens at the airport;
- (f) You require special assistance but have not contacted Us to make prior arrangements, or have provided Us with inaccurate or incomplete information in relation to Your requirements (Our Airline will exercise this right only to the extent permitted by any applicable Laws);
- (g) You require but have not provided a satisfactory medical certificate in accordance with Our Airline's Medical Clearance Guidelines;
- (h) You have refused to submit to a security check for You and/or Your Baggage;
- (i) You have failed to comply with Our Airline's reasonable directions (including the directions of Our Airline Crew and Our Airline Staff or Agents);
- (j) You have failed to comply with any applicable Laws, rules, regulations, or these Conditions;
- (k) You have not paid the Fare and/or any applicable taxes or charges, Your Ticket has been reported lost or stolen, has been dealt with by You in a way which contravenes these Conditions (e.g. transferred) or has otherwise been acquired unlawfully;

- (l) You do not have, or do not appear to have, valid travel documents for Your country of origin or destination or You destroy Your travel documents en-route;
- (m) You cannot prove You are the person listed on Your Ticket;
- (n) You are (or appear to be) drunk or otherwise under the influence of drugs or alcohol;
- (o) You are (or are suspected to be) unlawfully in possession of drugs or illicit drugs;
- (p) Your mental or physical state is threatening or a danger to Our Airline's staff or passengers or is otherwise unpleasant (for example, due to an offensive odour, provided that this is not solely the result of a genuine disability);
- (q) You have used threatening, abusive or insulting words or actions towards Our Airline Staff, other Passengers or other persons at the airport;
- (r) You have committed any offence in relation to Your carriage including an offence during the check-in process or onboard the aircraft;
- (s) You have tampered in any way with the aircraft or ground equipment, made a threat, or in any way put the safety of the aircraft in danger;
- (t) You have failed to comply with these Conditions (and in particular, You have done any of the things listed in Subparagraph 12.3);
- (u) You have done any of the things listed in Subparagraphs 10.2(h) to (s) (inclusive) on a previous flight (whether that flight was operated by Our Airline or another carrier) and Our Airline has reason to believe that You may do the same thing again.

10.3 If You are refused carriage due to Your conduct. If You are refused carriage as a result of one or more of the matters referred to in Subparagraph 10.2 Our Airline will provide You with a written notice of refusal of carriage. The notice may specify that You are refused carriage only for Your ticketed flight, or it may specify a period of time during which Our Airline will not carry You. You must not travel or attempt to travel with Our Airline when the notice is in force. Our Airline reserves the right to cancel any Ticket You attempt to use to travel on Our Airline when the notice is in force without refund.

10.4 Refusal of carriage due to overbooking. Like most airlines Our Airline on occasion overbooks flights in order to account for passengers who do not arrive for their ticketed flight. If You are refused carriage because Your flight has been overbooked and You hold a valid Ticket and have complied with these conditions then You may be entitled to compensation. The compensation payable will be in accordance with any applicable Laws and Our Airline's denied boarding compensation guidelines (available on request from Our Airline).

11. Schedules and disruptions

11.1 General principles. Our Airline will try to ensure that You and Your Baggage depart and arrive as closely as possible to Our Airline's scheduled departure and arrival times, as in force on Your date of travel. However, Our Airline does not guarantee flight times or schedules and they do not form part of Your contract with Our Airline.

11.2 **Schedules and changes.** When You make a Reservation, Our Airline or an Authorised Agent will tell You the scheduled time of Your flights. These times will also be noted on Your Itinerary. If Our Airline changes the time of Your flight, Our Airline will make reasonable attempts to contact You or Your Authorised Agent, using the contact details You have provided Us. Our Airline does not guarantee that it will contact You, and so You should check prior to Your flight to make sure Your flight times have not changed.

11.3 **Liability for schedule changes.** Except as set out in Subparagraphs 11.5 and 11.6 and unless any applicable Laws or Conventions say otherwise, Our Airline will not be liable to You for any losses that You incur as a result of schedule changes.

11.4 **Disrupted flights.** Flights may be delayed or cancelled, or may originate from and be diverted to airports other than those scheduled, due to various factors. What Our Airline will do for You if Your flight is disrupted will depend on whether the disruption is due to Events Beyond Our Control. See Subparagraphs 11.5 and 11.6.

11.5 **Disruptions NOT due to Events Beyond Our Control.** Our Airline will use reasonable endeavours to ensure that You arrive at Your scheduled Destination or stopover as soon as possible. Subject to any applicable Laws or Conventions, if Your flight (on Our Airline) is cancelled, fails to stop at Your scheduled Destination or stopover, or causes You to miss a connecting flight which is on Your Ticket and on which Your Reservation is confirmed, Our Airline will:

- (a) carry You on Our Airline's next scheduled service on which space is available; or
- (b) if the relief in Subparagraph 11.5(a) is not available within a reasonable period of time (having regard to Our Airline's published schedule) re-route You to the scheduled Destination or stopover shown on Your Ticket, using the services of other carriers (or a combination of Our Airline and other carrier services) or by other means of other transportation; and
- (c) if neither the relief in Subparagraphs 11.5(a) or (b) is available, or if Our Airline in its absolute discretion decides that Subparagraphs 11.5(a) or (b) are unsuitable in the circumstances, Our Airline will provide a refund to You in accordance with Paragraph 7.

The remedies described in this Subparagraph 11.5 are Your only remedies in relation to the matters described in Paragraph 11 and Our Airline will have no further liability to You unless any applicable Laws or Conventions expressly specify otherwise.

11.6 **Disruptions due to Events Beyond Our Control.** Our Airline will try to carry You to Your scheduled Destination or stopover but does not guarantee that it will be able to do so. Our Airline will have no liability to You and will not be responsible for paying Your costs or expenses arising from the delay or disruption, or refunding a non-refundable Fare, unless applicable Laws or Conventions expressly specify otherwise.

12. During Your flight

12.1 **Safety is paramount.** Our Airline's first priority is the safety of its Passengers. Our Airline will take all reasonable steps to ensure its Passengers' safety at all times. You have an important role to play in the safety of Your flight, both in relation to the things You should do, and the things You should never do. This Paragraph 12 explains these obligations and the steps Our Airline may take to ensure safety.

12.2 **Your obligations.** Whenever You travel with Our Airline, You must:

- (a) **Respect Our Airline Crew and obey their directions.** Our Airline Crew have been extensively trained to ensure You have a safe and comfortable flight. At all times You must listen carefully to and promptly obey any directions given to You by Our Airline Crew. This includes any direction to provide Your travel documents to Our Airline Crew.
- (b) **Safety briefing.** Listen carefully to the pre-flight safety briefing, read the safety card provided to You, identify Your nearest exits and familiarise Yourself with the location and operation of safety equipment.
- (c) **Seatbelt and infant restraints.** Wear Your seatbelt whenever You are seated – even when You are sleeping. Make sure You know how to operate infant and child restraints and use them only as directed by Our Airline Crew.
- (d) **Remain seated.** Remain in Your seat whenever the “Fasten Seatbelt” sign is illuminated and return to Your seat if Our Airline Crew tell You to do so.
- (e) **Stow Carry-on Baggage.** Stow Your Carry-on Baggage as directed by Our Airline Crew.
- (f) **Use electronic devices only as directed.** Use electronic devices (including but not limited to personal music players, laptop computers and game devices), only when Our Airline Crew tell You it is safe to do so. Do not use transmitting devices (including but not limited to radios and remote-controlled toys), while onboard. You are required to switch off Your mobile phone onboard the aircraft. You may use the phone device during the flight if the phone has the flight mode option and it was turned on prior to switching off Your mobile before take-off. If You do not comply with these directions Our Airline crew may take Your electronic device from You and keep it until the end of the flight.
- (g) **Behave responsibly and respect fellow passengers.** You will be sharing Your flight with others, so please consider and respect their privacy, peace and personal space. Please make sure You behave in a way which does not disturb or cause offence to Your fellow passengers.
- (h) **Consume alcohol responsibly.** Our Airline is serious about the responsible service of alcohol. We ask that You drink in moderation and ensure that You drink plenty of water to keep hydrated. In order to help Our Airline serve alcohol responsibly You must only consume alcohol which We supply to You on the flight and no alcohol that You bring onboard with You.

12.3 **What You must never do.** Whenever You travel with Our Airline, You must never:

- (a) **Smoke.** All Our Airline services are non-smoking, and most laws prohibit smoking onboard aircraft or in and around airport terminals.
- (b) **Behave in offensive manner.** You must not behave in a manner which would be considered by a reasonable person to be offensive, or in a manner which might cause discomfort, distress, offence or injury to another person.

- (c) **Disobey directions.** Our Airline Crew will at times ask You to do things (such as returning to Your seat when the aircraft encounters turbulence) which are important for Your safety and the safety of others. You must never disobey these directions.
- (d) **Use illicit drugs.** You must not use illicit drugs onboard Our Airline aircraft or use prescription drugs which You are not medically required to take.
- (e) **Endanger safety of aircraft, Crew or others.** You must never do anything which may endanger the safety of the aircraft on which You are travelling, the safety of Our Airline Crew and/or Your fellow passengers.
- (f) **Tamper with or damage aircraft or onboard equipment.** You must never tamper, interfere with or damage any part of the aircraft or the equipment carried onboard.
- (g) **What Our Airline may do to ensure safety.** Our Airline reserves the right to take all steps which are reasonably necessary to ensure the safety of a flight and Our Airline Crew and Passengers. If in the opinion of Our Airline Crew You have not complied with Your obligations in this Paragraph 12 (and in particular, if You have done any of the things listed in Subparagraph 12.3) Our Airline may take steps which may include one or more of the following:
 - i. Move You to another seat, or another part of the aircraft;
 - ii. Restrain You;
 - iii. Take any such other action as is reasonably necessary to ensure the safety of the flight, its Passengers and Our Airline Crew, including the reasonable use of force;
 - iv. Remove You from the flight;
 - v. Divert the flight and offload You from it;
 - vi. Report You to the relevant authorities;
 - vii. Refuse carriage for the remaining journeys on Your Ticket; and/or
 - viii. Serve You with a written notice of refusal of carriage (see Subparagraph 10.3).

13. After Your flight

- 13.1 **Baggage collection.** Make sure You collect Your Checked Baggage from the collection point advised to You by Our Airline Staff when You arrive at Your Destination.
- 13.2 **Lost Baggage.** If You cannot find Your Baggage please notify Our Airline Staff and provide them with Your Ticket and baggage identification tag which was issued to You at check-in.
- 13.3 **Wrong bag.** If You collect the wrong bag, You must return it to the airport where You collected it as soon as You discover the error.
- 13.4 **If You don't collect Your baggage.** If You do not collect Your Baggage within 30 days after Your flight, Our Airline may destroy it without notifying You and without paying You any compensation.
- 13.5 **Leaving bags behind.** Our Airline is not responsible or liable to You for any loss You suffer as a result of leaving behind any Checked Baggage or Carry-on Baggage onboard or at the airport.

14. Successive carriers

If Your Ticket is for flights operated by Our Airline and other carriers, the carriage may be regarded as a single operation under any applicable Laws or Conventions.

15. Arrival formalities and administrative requirements

- 15.1 **Visas and entry documents.** You are responsible for ensuring that You obtain and present at Your Destination and any stopover all required travel documents (see Paragraph 3). Our Airline is not responsible or liable to You if You have failed to obtain or You have lost these documents.
- 15.2 **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. Our Airline is not responsible or liable to You if You do not comply with these requirements, rules and regulations.
- 15.3 **If You are refused entry or deported.** If You are refused permission to enter a country during Your journey with Our Airline or are deported, then regardless of the reason for the refusal of entry or deportation:
- (a) Our Airline will, if required by a governmental authority, transport You from the country that has refused You entry or deported You;
 - (b) You must pay for any costs associated with the refusal of entry or deportation, including any fines and detention and repatriation costs;
 - (c) Our Airline will not provide You with a refund for Your Ticket and may offset any unused part of Your Ticket to offset any repatriation costs or fines incurred by Our Airline as a result of Your refusal of entry or deportation; and
 - (d) You must reimburse Our Airline for any fines, penalties, losses, costs, expenses or damage which Our Airline incurs as a result of You being denied entry or deported.

16. Baggage

- 16.1 **Baggage allowance.** Our Airline will provide You with a free Baggage allowance as part of Your Ticket. Your actual allowance will depend on Your cabin class of travel and Your Fare Rules. This allowance relates both to Checked Baggage and Carry-on Baggage. The basic free Baggage allowances are set out in Our Airline's Conditions of Contract and Other Important Notices and are also available on the Our Airline Website.
- 16.2 **Excess Baggage and oversized Baggage.** If You wish to take Baggage with You which is bigger or heavier than Your free Baggage allowance, it will be considered excess and/or oversized Baggage and Our Airline may charge You extra for it. In addition, if Your Baggage exceeds certain size and Weight limitations, it must be sent as freight. For more information visit Our Airline's Website or contact Our Airline's Call Centre.

16.3 Carrying Your Baggage and right to refuse.

- (a) Carriage on same flight. While Our Airline will use its best endeavours to carry Your baggage on the same flight as You, Our Airline may for operational reasons (such as aircraft take-off weight restrictions) carry Your baggage on the next available flight.
- (b) Right to refuse carriage. Our Airline may in its absolute discretion refuse to carry Your Baggage (or refuse to continue to carry Your Baggage if a problem is detected after You first check in):
 - i. if it does not meet the requirements in this Paragraph 16 or the requirements set out in these Conditions or the Policies;
 - ii. if it is not securely packed in suitable materials;
 - iii. if it may cause discomfort or inconvenience to other Passengers (for example, because of any odour it emits); or
 - iv. for safety or operational reasons.

16.4 Not acceptable as Baggage. You must never include in Your Baggage:

- (a) items which may endanger the aircraft or persons or property onboard the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the IATA Dangerous Goods Regulations and in Our regulations (further information is available from Our Airline on request);
- (b) items which are prohibited by any applicable Laws;
- (c) items which Our Airline in its absolute discretion refuses to take; and
- (d) other items prohibited in Paragraph 16.

16.5 Right to search. In addition to any searches required by any applicable Laws, Our Airline reserves the right to search Your Baggage at any time to ensure that it meets Our Airline's baggage requirements including any requirements set out in the Policies. Our Airline may refuse to carry You or Your Baggage if You refuse to consent to a search. Your Checked Baggage may be searched in Your absence.

16.6 Rules for Checked Baggage. You must comply with the following rules in relation to Checked Baggage:

- (a) Not acceptable as Checked Baggage. You must never include in Your Checked Baggage any money or similar items like negotiable instruments, valuable items like jewellery, identification papers like passports, important original documents, or other valuable items. Our Airline will not be responsible for loss of or damage to such items, whether You take them as Checked Baggage or Carry-on Baggage.
- (b) Checked Baggage receipt. You must keep any receipt which Our Airline or a carrier of a Code Share Service gives You for Your Checked Baggage. This is an important document which will help You to claim Your Baggage at Your destination and to claim any applicable compensation if Your Baggage is lost or damaged.

- (c) **Identification of Baggage.** You must ensure that all of Your Checked Baggage is marked with Your name and address or some other form of unique identification which will allow Our Airline to confirm that the Baggage belongs to You.
- (d) **Sporting goods.** Our Airline may classify sporting goods in a different manner from other Checked Baggage. Refer to the Our Airline Website or Our Airline Call Centre for more information.

16.7 Rules for Carry-on Baggage. You must comply with the following rules in relation to Carry-on Baggage:

- (a) **Dimension limits.** Our Airline's Conditions of Contract and Other Important Notices set out the allowances for Carry-on Baggage, including dimension and Weight limits. If Your Carry-on Baggage exceeds these limits, or if Our Airline decides that Your Carry-on Baggage cannot be safely carried in the cabin of the aircraft, Our Airline may carry Your Baggage as Checked Baggage, or may refuse to carry it at all if it is an item to which Subparagraph 16.4 applies.
- (b) **Special items.** Our Airline may accept larger items (such as musical instruments) which would normally not be suitable as Carry-on Baggage if You make prior arrangements with Our Airline. Our Airline reserves the right to charge a reasonable additional fee for the carriage of the item as Carry-on Baggage.

16.8 Rules for carriage of animals. Our Airline may carry animals if You make prior arrangements with Our Airline. Our Airline reserves the right to refuse to carry Your animal and to set requirements in relation to crates, feeding, health and vaccinations. For more information please visit Our Airline's Website, or Call Centre. Our Airline will carry recognised assistance animals in the cabin of the aircraft, in accordance with Our Airline's Policies.

16.9 Carriage of firearms. We may agree to carry firearms and ammunition for hunting or sporting purposes as Checked Baggage. If We do, these must be packed in accordance with all applicable national and international laws and regulations. Our approval may be withheld at Our sole discretion. Applications for the carriage of firearms and ammunition for hunting or sporting purposes must be submitted at least 7 working days prior to Your anticipated departure date.

17. Liability for damage

17.1 Determination of liability. The liability of Our Airline and each carrier involved in Your journey will be determined by any applicable Laws and Conventions and each carrier's conditions of carriage.

17.2 Liability rules. Unless this Paragraph 17 says otherwise, international carriage, as defined in any applicable Conventions, will be governed by the liability rules of those applicable Conventions. Where a Conventions does not apply these Conditions will govern Our Airline's liability. If Your flight has a destination or stop in a country other than the one from which You depart the Montreal Convention (as amended) or its predecessor the Warsaw Convention (as amended) may apply to Your flight. These Conventions may govern the flight and in most cases limit the liability of airlines in cases of Your death or injury, loss of or damage to Baggage and delay.

17.3 Death or Injury of Passengers. In the event of death or other bodily injury suffered by a Passenger as a result of an accident covered by any applicable Conventions:

- (a) If the Warsaw Convention (as amended) applies the limits can be as low as US\$10,000.
- (b) If the Montreal Convention (as amended) applies:
 - i. We will be liable for any recoverable compensatory damages up to 113,100 SDRs (about AU\$197,000 at the time of writing) in respect of death or bodily injury caused by an accident onboard an aircraft or during embarking or disembarking from an aircraft. We will not exclude or limit Our liability.
 - ii. Our Airline will not be liable for damage to the extent that it exceeds 113,100 SDRs for each passenger if:
 - A. such damage was not due to the negligence or other wrongful act or omission of Our Airline or its servants and agents; or
 - B. such damage was solely due to the negligence or other wrongful act or omission of a third party.
- (c) Our Airline reserves all other defences and limitations available under any applicable Conventions to such claims including, but not limited to, the exoneration defence of Article 21 of the Warsaw Convention (as amended) and Article 20 of the Montreal Convention (as amended) except that Our Airline shall not invoke Articles 20 and 22(1) of the Warsaw Convention (as amended) and Articles 19 and 22 of the Montreal Convention (as amended) in a manner inconsistent with these Conditions.
- (d) Where Your flight is wholly within Australia and is not International Travel it is subject to the provisions of the *Civil Aviation (Carriers' Liability) Act 1959* (as amended) or complementary State legislation and Our liability for your injury or death is limited to AU\$500,000.
- (e) Our Airline reserves all rights of recourse against any third parties, including without limitation, rights of contribution and indemnity.

Notwithstanding Paragraph 17.3 and the above Subparagraphs any claims made by public social insurance or similar bodies (except with respect to any such bodies of the United States) shall be subject to the liability limit and defences under any applicable Conventions.

17.4 Physical condition. Our Airline is not responsible for illness, injury or disability, including death, attributable to Your physical condition or the aggravation of such condition.

17.5 Baggage

17.5.1 Our Airline will be liable only for damage or delay occurring during carriage ticketed on Our Airline's Airline Designator Code. If Our Airline issues a ticket or checks baggage on the flight of another carrier, We only do so as agent for that carrier. With respect to Checked Baggage You may also have a right of action against the first or last carrier.

17.5.2 Our Airline is not liable for any damage to Your Carry-on Baggage unless such damage is caused by Our negligence.

17.5.3 Our Airline is not liable for any damage caused by Your Baggage or their contents. You are responsible for any damage caused by Your Baggage to other persons or property,

including Our Airline's property; and You agree to indemnify Our Airline for any such damage.

17.5.4 Except to the extent required by any applicable Laws, Our Airline is not liable for damage or delay to items which You are asked not to include in Your Checked Baggage. Our Airline does not accept the following items as Checked Baggage and does not accept liability for their loss or damage unless the items are identified to Our Airline and We have, in Our absolute discretion, given Our written acceptance for carriage and accepted liability in writing for their loss or damage:

- (a) Cash, credit cards, deeds, passports and other travel documents, securities, business documents or other valuable documents;
- (b) Jewellery, antiques, precious metals or similar valuable items;
- (c) Any item of a delicate, fragile or brittle nature e.g. glassware, sports equipment, musical instruments;
- (d) Any item of a perishable nature e.g. seafood;
- (e) Medicines;
- (f) Electrical or electronic components e.g. computers, cameras;
- (g) Any item that has insufficient packaging to withstand the normal circumstances and effects of carriage by air.

17.5.5 Where Your travel is international carriage as defined in any applicable Conventions and those Conventions apply, Our Airline's liability for loss of, damage to, or delay in the carriage of Your Checked Baggage is limited by the applicable Conventions except where You prove that the damage resulted from an act or failure to act either done with the intention to cause damage or recklessly and with knowledge that damage would probably result. Subject to the foregoing exception, Our Airline's liability for loss of, damage to, or delay in the carriage of Baggage is limited by any applicable Conventions as follows:

- (a) If the Warsaw Convention (as amended) applies liability for loss, delay or damage is limited to approximately AU\$32.00 (at the time of writing) per kilogram for Checked Baggage or AU\$640 for Carry-on Baggage (unless Article 25 of the Warsaw Convention applies, in which case these limits do not apply).
- (b) If the Montreal Convention (as amended) applies, Our liability is limited to 1,131 SDRs (approximately AU\$1,950 at the time of writing).
- (c) Where Your flight is wholly within Australia and is not International Travel it is subject to the provisions of the *Civil Aviation (Carriers' Liability) Act 1959* (as amended) or complementary State legislation and Our liability for loss or damage is limited to AU\$1,600 per Passenger for Checked Baggage and AU\$160 per Passenger for Carry-on Baggage.
- (d) In the case of Checked Baggage, Our Airline will not be liable to the extent the damage resulted from an inherent defect or the inferior quality of the Checked Baggage. Our Airline will only be liable for Carry-on Baggage if Our Airline, its agents or Our Airline Staff were at fault.
- (e) The limitations referred in Subparagraphs 17.5.5(a), (b) and (c) above do not apply if the Passenger declared a higher value in advance and paid additional charges pursuant to Paragraph 17. Only in that instance shall Our Airline's liability be extended to the higher declared value.

17.5.6 Our Airline is not liable for destruction, loss, damage or delay of baggage not in the control of Our Airline, including baggage undergoing security inspections or measures not under the control and direction of Our Airline.

17.5.7 If there has been contributory negligence on Your part with respect to any destruction, loss, damage or delay of Baggage, Our Airline may be exonerated wholly or partly from liability in accordance with applicable Laws.

17.5.8 In case of carriage not subject to any applicable Conventions, Our Airline's liability for Checked and Carry-on Baggage shall be limited pursuant to the *Civil Aviation (Carriers' Liability) Act 1959* (Cth) or complementary Australian State legislation.

17.6 Passenger Delay

17.6.1 Our Airline shall not be liable for damage occasioned by delay in the carriage of Passengers by air if it and its servants took reasonable measures that could reasonably be required to avoid the damage, or that it was impossible for them to take such measures.

17.6.2 Airport, air traffic, control, security and other facilities or personnel, whether public or private, who are not under the control and direction of Our Airline are not agents or servants of Our Airline and Our Airline is not liable to the extent that the delay is caused by these kinds of facilities or personnel.

17.6.3 In the case of delay to Your flight, where the Warsaw Convention (as amended) applies, We will be liable for damage except when We can prove that We took all necessary measures to avoid the damage or that it was impossible for Us to take such measures. Where the Montreal Convention (as amended) applies, We will be liable for damage except when We took all measures that could reasonably be required to avoid the damage or it was impossible for Us to take such measures. Our liability under the Montreal Convention (as amended) is limited to 4,694 SDRs (approximately AU\$8,100 at the time of writing).

17.7 **Total liability limit.** In no case shall Our Airline's liability exceed the actual amount of damages suffered by the Passenger. All claims shall be limited to proven direct compensatory damages. Our Airline shall not in any circumstance be liable for exemplary, aggravated, consequential, indirect or special damages.

17.8 **Reduction for contribution to damage.** Any liability of Our Airline for damage may be reduced by any negligence on Your part which causes or contributes to the damage in accordance with applicable Laws.

17.9 **Damage arising by law.** Our Airline shall not be liable for any damage directly or indirectly arising out of its compliance with any applicable Laws, failure of a Passenger to comply with the same, or any Events Beyond Our Control.

17.10 **Application to others.** These Conditions including the documents referred to in these Conditions (such as the Conditions of Contract and Other Important Notices) apply to Our Authorised Agents, Our Airline Staff and representatives to the same extent as they apply to Us. The total amount recoverable from Us and from such Authorised Agents, Our Airline Staff and representatives shall not exceed the amount of Our own liability, if any.

17.11 **No waiver.** Except as otherwise expressly provided in these Conditions, nothing contained in these Conditions shall waive any defence or exclusions or limitation of liability under any applicable Conventions or Laws. With respect to third parties, We reserve all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.

18. Terms Used in These Conditions

The singular includes the plural and vice versa. The titles of Paragraphs and the marginal headings are inserted for convenient reference only and are not to be used in ascertaining the meaning of any of the provisions of these Conditions.

Terms	
Airline Designator Code	means the two letters or number code issued by IATA to each airline to identify that airline and its flights. For example, Our Airline’s Designator Code is “ON”.
Authorised Agent	means a duly licensed passenger sales agent who is authorised by Our Airline to represent Our Airline and sell Our Airline Services.
Baggage	means the items and objects which You bring with You when You travel on Our Airline and includes Checked Baggage and Carry-on Baggage.
Baggage Allowance	means the allowance for Your Baggage, as set out in the Fare Rules and administered in accordance with Paragraph 16 and the Policies.
Carry-on Baggage	means baggage which Our Airline lets You take onboard the aircraft with You.
Checked Baggage	means that part of Your baggage including any excess baggage which We have taken into Our custody and for which We have issued a baggage identification tag or baggage check or both.
Code Share Services	means services which have a “ON” flight number but which are not operated by Our Airline.
Conditions	means these Conditions of Carriage.
Conditions of Contract and Other Important Notices	means the terms and conditions on which the contract for Your carriage has been made and which are contained in or delivered with Your Ticket, Itinerary, the booking page of the Our Airline Website, or Your boarding pass and which incorporate these Conditions of Carriage by reference.
Conventions	means whichever of the following instruments (or the following instruments as amended) that may be applicable to Your travel with Our Airline: <ul style="list-style-type: none"> • the Montreal Convention (1999) (the Montreal Convention); • the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (the Warsaw Convention); • the Warsaw Convention as amended at The Hague on 28 September 1955; • the Warsaw Convention as amended at The Hague and by Additional Protocol No. 1, 2 or 4 of Montreal (1975); • the Guadalajara Supplementary Convention (1961); and any other applicable protocols or conventions and any enabling legislation.

Destination	means the last destination shown on Your Itinerary. When not capitalised, destination refers to a generic point of arrival.
Domestic Travel	means travel entirely within one country.
Electronic Coupon	means an electronic flight coupon or other value document in electronic record form held in Our database.
Electronic Ticket	means a Ticket issued electronically (which may be comprised of Electronic Coupons) by Our Airline or an Authorised Agent.
Events Beyond Our Control	means events such as severe or inclement weather, strikes, security alerts or other events that may affect Our ability to provide air transport as planned.
Fare	means the applicable fare set by Our Airline for travel contemplated in a Reservation (at the time of payment for the Reservation), along with applicable fees and surcharges, and any taxes imposed by governments on the travel to which the Reservation relates.
Fare Rules	means the rules set by Our Airline in relation to its various fares, as set out in Our Airline's Website, to which You agree when You purchase a flight on Our Airline's Website, or as explained to You by an Authorised Agent.
Flight Coupon	means that portion of the Ticket that bears the notation "good for passage," or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which You are entitled to be carried.
IATA	means the International Air Transport Association.
International Travel	means travel from one country to another.
Itinerary	means a document provided to You by Our Airline or an Authorised Agent which details Your flights with Our Airline and the destination of these flights. Your Itinerary may be combined with an Electronic Ticket.
Laws	means any laws of Australia and any other nation which apply to Your travel with Our Airline.
Paper Ticket	means a valid ticket issued in physical form by Our Airline or an Authorised Agent.
Passenger	means a person who has purchased a Ticket and who travels with Our Airline.
Policies	means Our Airline's policies in relation to various aspects of travel, including Baggage, Passengers requiring special assistance and Passengers requiring medical clearance to travel. Our Airline's Policies are available on Our Airline's Website or by contacting Our Airline's Passenger Contact Centre.
Reservation	means a booking on an Our Airline flight, and is confirmed only when recorded and paid for and accepted by Our Airline.
SDR	means a Special Drawing Right of the International Monetary Fund.

Tariff	means the published Fares, charges and/or related conditions of carriage of an airline.
Ticket	means a document which validly entitles Your travel on Our Airline Services, and includes an Electronic Ticket and a Paper Ticket.
Ticketing Time Limit	means the time limit set by Our Airline within which You must pay the Fare for a Reservation.
Us, We, Our	means Our Airline.
Our Airline	means Nauru Air Corporation (trading as Our Airline) and its related companies.
Our Airline Crew	means the flight crew (pilots) and cabin crew of flights operated by Our Airline.
Our Airline Staff	means employees, contractors and agents of Our Airline, and includes Our Airline Crew.
Our Airline Services	means the services described in Paragraph 2.1.
You, Your	means you, an Our Airline Passenger, who has a Ticket for travel on Our Airline Services.