

## **AIR CHATHAMS TERMS & CONDITIONS**

If you require clarification on any of the points below please feel free to contact Air Chathams.

In these terms and conditions Air Chathams Ltd is referred to as Air Chathams. Air Chathams operates Regular Chatham Islands Air Services, and Auckland/Whakatane Air Services as well as non-regular services to other destinations within New Zealand.

These Terms and Conditions of Carriage are called conditions. These Conditions apply to all carriage of passengers, baggage and freight by Air Chathams. These Conditions are to be read in conjunction with and subject to the provisions of all applicable laws including the limitations of liability in the Carriage of Goods Act 1979.

### **RULES**

Air Chathams may from time to time make separate regulations or rules or give notices or set other terms and conditions relating to specified carriage or requirements. All such Rules shall apply equally as these Conditions as though fully set out herein. Air Chathams may vary or amend any Rules from time to time. Where there is any conflict between these Conditions and any Rules these Conditions shall apply.

### **CONTRACT OF CARRIAGE**

All carriage of passengers and baggage shall be performed pursuant to a contract of carriage between Air Chathams and the passenger. This contract of carriage shall be in such form as Air Chathams may determine. All contracts of carriage shall be subject to Rules relating to such matters as terms of issue, period of validity, requirements for payment, fare structures, check in requirements, carriage of children, and otherwise as Air Chathams may determine. A booking for any carriage is not effective unless a contract of carriage has been entered into. A booking is not a contract of carriage. While Air Chathams will endeavor to accommodate all passengers, a contract of carriage is not a guarantee of a seat on a particular flight or any particular aircraft or timely or other performance of any carriage. All contracts of carriage are specifically subject to the provisions detailed under the section in Routes and Schedules. These Conditions apply also to gratuitous carriage except as may otherwise be set out in any Rules. All contracts of carriage are subject to all the provisions of these Conditions.

### **TRAVEL PROCEDURES**

Passengers must be checked in at least 45 minutes prior to scheduled departure time for Chatham Island flights & 30 minutes prior to scheduled departure time for all other flights. This is to enable compliance with regulatory requirements and to ensure timely service. Travel with Air Chathams is ticketless. Every booking is automatically allocated a unique reference number usable for booking confirmation. At check-in simply present to our check in counter with your baggage and state your name. With the exception of Unaccompanied Minors, no forms are required at the airport, but personal identification may be requested, and evidence of age may be required for those travelling on Child Fares, as applicable. A confirmation of your booking is available on request for your records.

Air Chathams may cancel your booking if you arrive at the Air Chathams check-in location later than 45 minutes prior to the scheduled departure time for Chatham Island flights & 30 minutes prior to the scheduled departure time for all other flights and you may forfeit all payments.

### **ACCEPTABLE FORMS OF IDENTIFICATION**

- Current Passport
- Government issued Photo Identification
- Current Drivers Licence
- 18+ card
- Original Birth Certificate
- A certified true copy of the above

### **PASSENGERS TRAVELLING WITH SPECIFIC NEEDS/REQUIREMENTS**

Travel for infants, unaccompanied children, incapacitated persons, pregnant woman, persons with illness or other persons requiring special assistance, is subject to arrangement with Air Chathams at the time of booking. Carriage for passengers with mobility problems or in wheelchairs must be discussed and arranged in advance with an Air Chathams representative. Wherever reasonably possible, appropriate arrangements will be made for such passengers to be assisted on and off the aircraft. Passengers requiring special care and assistance during a flight should ensure they travel with a companion who is able to provide this support. Air Chathams staff and representatives are unable to cater for individual specific needs.

### **CARRIAGE of UNACCOMPANIED MINORS**

Children aged 5 to 11 years travelling without an adult 15 years or older may travel unaccompanied provided the child does not require additional special care such as toileting, feeding or administering of medicine.

Children aged less than 5 years may not travel unaccompanied, they must be accompanied by an adult aged 15 years or older.

A person aged 12 to 16 years of age may travel alone, or as an unaccompanied minor at the parents or guardians request.

If a person requires special care such as toileting, feeding or administering of medicine they must be accompanied by an adult aged 15 years or older who is able to provide the appropriate special care. At the time of flight reservation it must be noted on the booking that the passenger will be travelling as an unaccompanied minor.

The Parent or Guardian must complete the Air Chathams Unaccompanied Minor form and present this to the Air Chathams staff or agent at the flight check-in.

The Unaccompanied Minor will not be accepted for travel unless all the applicable areas in the form are completed and confirmed by an Air Chathams staff member or agent.

### **CARRIAGE of PREGNANT PERSONS**

Pregnant persons are recommended to discuss travel plans with their Doctor or Midwife prior to making any travel reservations

Pregnant persons will be accepted for travel up to the end of their 37<sup>th</sup> week of pregnancy provided it is a single pregnancy and is uncomplicated.

Pregnant persons will be accepted for travel up to the end of their 31<sup>st</sup> week of pregnancy if it is a multiple pregnancy (eg twins) and is uncomplicated.

If the person is requiring travel beyond these times or if the pregnancy is complicated a medical clearance to travel, issued by a Doctor, is required.

### **BAGGAGE**

Baggage in these Conditions means baggage of the passenger carried on or in conjunction with the passenger's flight. All carriage of baggage is subject to these Conditions and to Rules setting out separate terms and conditions relating to baggage. Air Chathams may refuse to carry any passenger or baggage where these Conditions or any Rules relating to baggage are not complied with. Air Chathams may search any passenger or baggage to ensure such compliance. All carriage of goods not being baggage as defined herein shall be subject to similar Conditions and to any Rules determined by Air Chathams or other agreements made from time to time.

### **BAGGAGE ALLOWANCE & RESTRICTIONS**

#### **Chatham Island flights**

Each fare paying passenger has a 20 kg baggage allowance

Passengers travelling with an infant have an extra 20 kg baggage allowance - Total 40 kgs

#### **Flights within mainland New Zealand**

Each fare paying passenger has a 23kg baggage allowance.

Passengers travelling with an infant have an extra 5 kg baggage allowance - Total 28 kgs

Each piece of baggage should not exceed total dimensions (length + width + height) of 158cm.

Passengers travelling together may combine their baggage entitlement provided no individual item's weight exceeds 32kg. Baggage in excess of the free allowance may be carried if space and load capacity permit. Excess baggage will be subject to a surcharge. Baggage is, where possible, carried on the same flight as the passenger. However, where this is impractical it may be carried on the next available flight.

Passengers are limited to one item of carry-on baggage that must weigh less than 5kg and maximum total dimensions (length + width + height) of 115cm.

Large items of baggage such as bicycles and surfboards may be carried for an additional fee and may be carried on a different flight. Commercial goods and samples and tools of trade are not generally considered passenger baggage and may be transported as freight on other flights or by other means to the destination at the passengers cost.

Air Chathams reserves the right to refuse carriage of any bag, or baggage item, where a representative of Air Chathams deems it to be unacceptable or believes the bag, or baggage item, breaches any CAA dangerous goods requirements or any terms & conditions set out by Air Chathams

Further information on baggage allowances and restrictions is covered in the following sections and is available at the airport.

### **UNACCEPTABLE BAGGAGE ITEMS**

Air Chathams advises that the following items may not be included in your checked baggage and Air Chathams accepts no liability for their damage or loss unless the items are identified and Air Chathams has, in writing, accepted them for carriage:

- 1 Dangerous goods (see below)
- 2 Cash, negotiable bonds, deeds, or other valuable documents;
- 3 Jewelry, antiques or similar valuable items;
- 4 Any item of a fragile or brittle nature eg. Glassware;
- 5 Electrical or electronic components eg computers;
- 6 Any item that has insufficient packaging to withstand the normal circumstances and effects of carriage by air.

### **BAGGAGE CLAIMS**

Claims for immediately identifiable baggage damage or loss must be reported to the handling agent prior to the passenger leaving the airport. All damage not immediately identifiable must be reported to Air Chathams on discovery and at least within 24 hours of travel

### **DANGEROUS GOODS**

Dangerous goods may not be carried as baggage. A list of common dangerous goods is displayed at check-in counters and further information is available on request. Passengers are requested to clarify any doubtful items prior to check in. Common examples are: knives, scissors, compressed gases, camping equipment, flammable liquids and solids, matches; firearms (may only be carried with approval as checked in baggage); poisons and infectious substances. Further information on dangerous goods is available at the airport. Dangerous goods may be carried, at the discretion of Air Chathams, as freight, if all packing, documentation and regulatory requirements have been complied with.

### **FARES**

Fares apply only for carriage from the airport at point of departure to the airport at point of destination. All fares must be paid or secured to Air Chathams satisfaction prior to departure. The passenger must also pay any other charges that may be applicable or required including any airport departure tax, other taxes or charges, excess baggage surcharge, or otherwise. Terms and conditions of different fare classes may be set out in Rules determined by Air Chathams from time to time. Unless set out in such Rules, fares are non-refundable. Applicable fares at any time shall be as published or advised by Air Chathams. All fares are quoted in New Zealand Dollars and include Goods and Services Tax (GST), unless otherwise specified. Fares are subject to price increases when not paid in full.

### **BOOKING RULES**

**Note:** The "bird" named fares are applicable to the Chatham Island flights  
Standard Air Chathams fare types are Thrifty (Black Robin), Saver (Weka) and Economy (Taiko & Albatross). From time to time special fares may also be available for a limited period on selected flights.

Passengers aged 7 days to 23 months inclusive are categorised as infants and may travel free of charge with Air Chathams when accompanied by an adult passenger paying an applicable adult fare. Infants travelling free of charge must not occupy a seat. If a seat is required, a fare will apply for travel.

Passengers aged greater than 23 months & less than 12 years old are categorised as children and a children's fare is available on Chatham Island flights only.

### **SERVICE FEES**

Air Chathams reserves the right to charge service fees for bookings. When service fees apply, they will be communicated to the customer and once a Reservation is confirmed and paid for, shall be non-refundable.

Current service fees are \$4.00 (including GST) per person per booking when payment is made via credit card.

## **FARE CONDITIONS**

### **Thrifty (Black Robin)**

1. Fare levels available under these conditions may vary from flight to flight, over the booking time for a flight and may not be available on all flights.
2. Liability for payment occurs at booking.
3. Once the booking is completed these fares are non-refundable and non-transferable to another person, flight or fare class.
4. Bookings can be made up to time of sales close off, provided seats at a Thrifty/Black Robin fare level are available on the flight.

### **Saver (Weka)**

1. Fare levels available under these conditions may vary from flight to flight, over the booking time for a flight and may not be available on all flights.
2. Liability for payment occurs at booking.
3. Once the booking is completed these fares are non-refundable.
4. Saver/Weka fares are transferrable to another person, flight or fare class up to 24 hours before the scheduled departure time.
5. If the same fare price as originally booked is unavailable the cost of upgrading to the best available is payable on rebooking.
6. Bookings can be made up to time of sales close off, provided seats at a Saver/Weka fare level are available on the flight.

### **Economy (Taiko & Albatross)**

1. Fare levels available under these conditions may vary from flight to flight, over the booking time for a flight and may not be available on all flights.
2. Liability for payment occurs at booking.
3. The following changes are permitted provided Air Chathams is notified more than 1 hour before the scheduled departure time.
  - a. Transferrable to another person, flight or fare class - additional charges will apply if the new sector(s) fare(s) are greater than the original sector(s) booked
  - b. Change the sectors booked - additional charges will apply if the new sector(s) fare(s) are greater than the original sector(s) booked
  - c. Cancel and receive a full refund
4. Bookings can be made up to time of sales close off, provided seats at Economy/Taiko & Albatross fare level are available on the flight.

## **SPECIAL FARES**

From time to time Air Chathams may offer nonstandard fares. These special fares will have the following general booking rules together with others that may be advised at the time.

1. Fare levels under these conditions may vary from flight to flight, over the booking time for a flight and may not be available on all flights.
2. Liability for payment occurs at booking.
3. Bookings may be date or flight restricted (i.e. booking must be made within a certain time period or may only apply to some flights).
4. Fares are non-refundable, not transferable to another person or flight and not upgradeable to another fare type.

## **ROUTES AND SCHEDULES**

Carriage will be performed on such routes and in accordance with such schedules as Air Chathams may from time to time determine or publish. Air Chathams may vary such schedules or cancel any flights at any time. Air Chathams will use its best efforts to carry the passenger and baggage in accordance with the contract of carriage. However, timely or other performance is not guaranteed and the schedules and the times of any carriage are subject to change at any time without notice. In particular, Air Chathams cannot guarantee the timely performance of any carriage where there is:

- 1 Any fault or neglect of a passenger.
- 2 Any operational maintenance weather or emergency requirements affecting the aircraft.
- 3 Force majeure or any matter outside Air Chathams control.
- 4 Air Chathams may offload or not carry any passenger or baggage in its discretion should weight limitations or seating capacity requires this.
- 5 Air Chathams reserves the right without notice to substitute alternate carriers or aircraft for any carriage. Timetables published are subject to change without notice.

### **AIR CHATHAMS CONTROL OF FLIGHTS**

Air Chathams has full authority and control in respect of the operational and safety aspects of all flights and may change the flight details, refuse carriage to any passenger, or make any other decision in relation to a flight as it may consider appropriate. This authority and control may be exercised by a duly authorised representative of Air Chathams and or the Captain of the aircraft.

### **OBLIGATIONS OF AIR CHATHAMS WHERE CARRIAGE CANNOT BE COMPLETED**

Where Air Chathams is unable to commence or continue any flight or carry any contracted passenger it will rebook the passenger on the next available Air Chathams flight on which seats are available. If alternative carriage is not possible or suitable, the passenger may rebook with Air Chathams or receive a refund. A passenger who is refused carriage for any reason other than their own negligence, default or inappropriate conduct or action may receive a refund for such part of the carriage as may be applicable. Air Chathams has no obligation to a passenger who is late for, or misses a flight.

### **LIMITATION OF LIABILITY**

Air Chathams has no obligation or liability to any passenger for any unperformed or delayed carriage except as set out in these Conditions. In particular Air Chathams has no liability for any missed connections or appointments or for any consequential or other loss. This limitation of liability extends to Air Chathams agents, officers, servants and representatives.

### **CONSUMER GUARANTEES ACT**

These Conditions are subject to the provisions of the Consumers Guarantee Act 1993 where they are applicable. Where any passenger is, undertakes or holds themselves out as undertaking carriage for the purposes of a business the provisions of the Consumer Guarantees Act 1993 shall not apply.

### **NO WAIVER OF CONDITIONS**

No agent, representative, or employee of Air Chathams is authorised to waive the application of any of these Conditions or of any Rules.

### **SERVICES**

The provision of refreshments or other services on any flight shall be solely at Air Chathams discretion.

### **NEW ZEALAND LAWS**

These Conditions shall be governed by and interpreted in all respects in accordance with New Zealand law and subject to the jurisdiction of the New Zealand courts.

### **PRIVACY**

Air Chathams recognises the importance of safeguarding passengers personal and financial information. As an airline offering services Air Chathams requires certain personal & financial information about passengers in the course of providing its products and services. To ensure your security you will need to take appropriate steps to ensure your internet browser is capable of supporting Air Chathams website's encryption requirements. Air Chathams do not collect personal information about you unless specifically requested by you.

Air Chathams website contains information and tools that you can browse and access without providing any personal information. Where you voluntarily provide personal information, Air Chathams will only use that information for the purpose for which it was intended.

Any personal information you submit is stored securely by Air Chathams and will not be disclosed to any third parties, except as required or permitted by law, including the Privacy Act 1993.

You have the right under the privacy Act 1993 to access and/or correct your personal information held by Air Chathams

You do not have to provide Air Chathams with personal information when requested to do so, however it may affect the ability of Air Chathams to contact and advise you in the event of any disruptions or changes to the services.

If you want to access and/or correct your personal information held by Air Chathams please use the "contact us" form on the website.