



## Conditions of Carriage

These Conditions of Carriage (Conditions) together with the documents referred to in Paragraph 2 below form a contract between you and Eastern Air Services (ESA) in relation to your travel on our services

## 1. Definitions of expressions used

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.

**Airline Designator Code:** means the two or three characters or letters which identify particular Carriers.

**Australian Consumer Law:** means Schedule 2 to the Competition and Consumer Act 2010 (Cth).

**Authorised Agent:** means a passenger sales agent who is authorised by Eastern Air Services (EAS) to represent EAS in the sale of air passenger transportation on EAS services, and who holds any required licences.

**Baggage:** means your personal property accompanying you on your trip. It consists of both your Checked Baggage and Cabin Baggage.

**Baggage Allowance:** means the amount of Cabin Baggage and Checked Baggage (if any) which is included in your fare as stated in 15 for travel on Eastern Air Services.

**Baggage Identification Tag:** means the tag attached to each item of Checked Baggage for the purpose of identifying the Checked Baggage.

**Boarding Pass:** means the document (in paper or electronic form) that is issued to you as evidence that you have check-in for a flight.

**Booking:** means the details which we or our Authorised Agent have entered in our system relating to a journey to be made by a Passenger.

**Booking Reference:** means the reference issued by us or our Authorised Agent which appears on your Ticket or Itinerary Receipt and which identifies the Booking you have made with us.

**Cabin Baggage:** (sometimes referred to as carry-on baggage, hand baggage or unchecked baggage) means any of your Baggage, other than Checked Baggage. You may take your Cabin Baggage into the cabin of the aircraft with you.

**Carrier:** means an air carrier.

**Checked Baggage:** means that part of your Baggage (if any) which we have taken into our custody for carriage in the hold of the aircraft and for which we have issued a Baggage Identification Tag or Baggage receipt or both.

**Check-in Deadline:** means the time limit specified by Eastern Air Services by which you must have completed check-in and received your boarding pass.

**Code share:** means a flight where the Airline Designator Code in the flight number is not the Airline Designator Code of the Carrier operating the aircraft.

**Conditions of Carriage:** means these conditions of carriage and includes the fare rules, all printed terms, conditions and notices or key conditions of carriage set out in your Ticket, as applicable.

**Convention:** means whichever of the following apply:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (the Warsaw Convention), or
- the Warsaw Convention as amended at The Hague on 28 September 1955, or
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975), or
- the Guadalajara Supplementary Convention (1961), or
- the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Montreal 28 May 1999 (the Montreal Convention), or
- any other applicable protocols or conventions and any enabling legislation.

**Crew, Operating Crew:** means the Flight Crew (Pilot/Pilots) and Cabin Crew (where applicable) of flights operated by us.

**Damage:** includes death of, wounding of or bodily or personal injury to a Passenger and also includes loss, partial loss, theft or other damage to Baggage arising out of or in connection with, either carriage on flights we operate or other services we provide. However, it does not include normal wear and tear of Baggage such as small scratches, scuffs, dents and cuts.

**Day:** means a full calendar day. For the purpose of notification, the day upon which the notice is sent is not counted. For the purpose of Ticket validity, the day on which the Ticket is issued is not counted.

**Destination:** means the last destination shown on your Itinerary. When not capitalized, destination refers to a generic point of arrival.

**Domestic Carriage:** means travel in which the place of departure and the place of destination are both situated in the same country and there is no stopping place outside that country.

**Eastern Air Service, EAS, we, us, our:** for the purposes of these Conditions of Carriage means Eastern Air Services Pty Limited, ABN 66 601 488 242, and its subsidiaries including Eastern Air Link (EAL) Pty Limited who holds the AOC for the EAS Group.

**Electronic Ticket:** means the electronic record of your Ticket made by us or an Authorised Agent, which is held in our reservations system.

**Event Beyond Our Control:** means weather events, air traffic control issues, industrial action by a third party, security issues or any other unusual and unforeseen circumstance which we cannot control and the consequences of which we could not have avoided.

**Events Beyond Your Control:** means an unusual and unforeseen circumstance which you cannot control and the consequences of which you could not have avoided.

**Event Within Our Control:** means engineering issues, Eastern Air Services IT system outages, delayed delivery of baggage to the carousel due to resourcing issues, late cleaning/loading of catering to the aircraft, crew/staffing issues or any other circumstance which we can reasonably control.

**Excess Baggage:** means any Checked Baggage in excess of the applicable Baggage Allowance for Checked Baggage.

**Flight Coupon:** is a part of the Ticket that indicates the departure and arrival points for a single journey or each leg of a journey.

**Frequent Flyer Redemption:** means a booking issued in exchange for the redemption of frequent flyer points.

**International Carriage:** means travel between two or more countries including any flights within those countries where they are combined with any international flights.

**Itinerary Receipt:** means a document or documents we or our Authorised Agents issue to Passengers travelling on a Booking which includes the Passenger's name, flight information and notices.

**IATA:** means the International Air Transport Association.

**Passenger:** means any person with a Booking or Ticket who is to be carried or who is carried on an aircraft, except members of the operating crew.

**Policies:** means our policies in relation to various aspects of travel including, but not limited to, Baggage, Passengers requiring special assistance, and Passengers requiring medical clearance to travel. Our Policies are available on our Website or by contacting us on 1300 359 327.

**Significant Change:** means a change of six hours or more to your scheduled departure time.

**Special Drawing Rights (or SDRs) :** means the composite unit of currency that is the official unit of exchange of the International Monetary Fund. As a rough guide, this equates to approximately AU\$1.90 or NZ\$2.05 but this will fluctuate depending on exchange rates.

**Staff:** means our employees, contractors, and agents, and includes Crew.

**Stopover:** means a deliberate interruption of a journey by the Passenger for more than 24 hours, at a point between the place of departure and the destination, which is shown on the Passenger's Ticket.

**Tariff:** means the fares, fare rules, charges or Conditions of Carriage that we file with airline global distribution systems, in our own reservations system, or in certain instances, with government authorities.

**Ticket:** means the document (paper or electronic) issued by Eastern Air Services or an Authorised Agent on behalf of us, containing details of a Booking, and includes all printed terms, conditions and notices.

**Transfer:** means a change from one service to another service with the same or a different Carrier.

**Transit:** means a scheduled stop by the Passenger en-route to a destination, for less than 24 hours, at a point between the place of departure and the destination.

**we, us, our, ourselves:** see the definition for Eastern Air Services.

**you, your, yourself:** means the Passenger.

Please read these Conditions carefully and visit our Website or contact our Call Centre on 1300 359 327 if you have any questions.

## 2. How and when these conditions apply

### 2.1 General

These Conditions apply whenever you travel on our scheduled air travel service and in any case where we have a legal liability to you in relation to your flight.

These Conditions **will not apply** to Charter Flights as per Subparagraph 2.7 below. Our Terms and Conditions for the supply of aircraft for charter services can be accessed by contacting our Call Centre or the charterer responsible for coordinating your flight.

If you are in doubt as to whether these Conditions apply to your flight, please contact our Call Centre.

### 2.2 Basis of carriage

Your travel with us is subject to the following documents, enactments and instruments:

- (a) these Conditions;
- (b) conditions and notices or key conditions of carriage set out in Your Ticket,
- (c) any applicable conventions;
- (d) any applicable laws;
- (e) the Policies; and
- (f) any written or oral directions given to you by our staff and/or Authorised Agents.

### 2.3 Overriding law

These Conditions of Carriage do not apply to the extent that they are inconsistent with laws that apply to your carriage.

In respect of any goods or services we may provide other than carriage, certain statutory guarantees or warranties may apply for the benefit of consumers. For example, for consumers, services may come with a non-excludable guarantee or warranty that they will be provided with due care and skill. The nature and application of these guarantees or warranties will depend on the relevant jurisdiction. Nothing in these Conditions of Carriage is intended to exclude or restrict the application of such consumer laws.

In respect of goods or services acquired for business purposes and not as a consumer:

- a) consumer guarantees and warranties, including under the Competition and Consumer Act 2010 (Cth), or a Fair Trading Act will not apply where these Conditions of Carriage apply, provided that the relevant terms may by law be excluded; and
- b) if a statute or other law provides a guarantee or warranty that cannot be excluded, to the extent permitted by law our liability for a breach of the guarantee or warranty will be limited to either supplying the goods.

### 2.4 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.

### 2.5 Variation And Waiver

None of our Staff, Authorised Agent or other person is authorised to vary these Conditions. However, our Staff and/or Authorised Agents may in certain circumstances waive *EAS Fare Rules* or amounts payable. A waiver on one occasion does not constitute a waiver on any other occasion.



## 2.6 Other Transportation Or Services

These Conditions do not apply to any non-air transportation or other services we arrange for you (for example, bus transfers and hotel accommodation). We arrange 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 us.

## 2.7 Charter operations

These Conditions do not apply to charter operations 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. Any assistance which we provide you in this area does not release you from your obligations.

### 3.2 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 us 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 our Call Centre.

**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.

**Medical Clearance.** If you have a medical condition that falls within our *EAS Medical Clearance Guidelines* (this includes but is not limited to food allergies), we may require you to provide an *EAS Medical Information Form* signed by a qualified medical practitioner. If you do not provide our form, we may refuse to carry you on our flights. The *EAS Medical Clearance Guidelines* and/or the *EAS Medical Information Form* can be accessed by contacting our Call Centre or via our Website.

**Pregnancy.** If you are pregnant, the following precautions must be observed:

- **For travel after the first 28 weeks of your pregnancy:** You need to carry a certificate or letter from a registered medical practitioner or registered midwife confirming the estimated date of delivery, whether it is a single or multiple pregnancy, and that there are no complications with your pregnancy. The certificate or letter must be available on request and be carried with you at the airport and during the flight in your cabin baggage;
- **For flights of four hours or more:** If you are having no complications with your pregnancy you can travel up to the end of the 36<sup>th</sup> week of your pregnancy for single pregnancies or up to the end of the 32<sup>nd</sup> week for multiple pregnancies (for example, twins). A *Medical Information Form* (incorporating a doctor's clearance) is required if you are having complications with your pregnancy;
- **For flights of less than four hours:** If you are having no complications with your pregnancy you can travel up to the end of the 40<sup>th</sup> week of your pregnancy for single pregnancies and up to the end of the 36<sup>th</sup> week for multiple pregnancies (for example, twins). A *Medical Information Form* (incorporating a doctor's clearance) is required if you are having complications with your pregnancy; and
- **If you wish to travel within seven days after delivery:** A *Medical Information Form* is required. Infants cannot travel for 48 hours after delivery and also need a *Medical Information Form* (incorporating a doctor's clearance) in order to travel between three and seven days after delivery.

**Note:** A *Medical Information Form* (incorporating a doctor's clearance - found on the EAS Website) is required

**We do not represent** that travel is safe for you at any particular point during your pregnancy. You must seek advice from your own medical practitioner prior to your flight. The periods referred to above are only our minimum requirements.

### 3.3 Personal and baggage insurance - recommended

Personal and baggage insurance is recommended. EAS does not offer travel insurance but may provide a link to a travel insurance provider via our Website. Further information with respect to travel insurance can be obtained by you, from your travel agent or your preferred insurance company.

### 3.4 Codeshare services

We have arrangements with other carriers known as codeshare 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.

Codeshare services are operated by different carriers and different types of aircraft. Accordingly, services and facilities offered by us or codeshare carriers' may not be available on all codeshare Services. In addition, different or additional rules may apply to baggage on codeshare services. You should refer to the operating carriers' website, our Website or our Call Centre for further information.

### 3.5 Interline services / other carriers

At times you may also travel on services which we sell but which are operated by other carriers under those carriers' flight numbers and Airline Designator Codes. If we issue with an Itinerary or a Ticket for carriage on another carrier's flight and Airline Designator Code, we do so only as agent for that carrier, and that carrier's conditions of carriage will apply. The operator's conditions of carriage may significantly limit or exclude liability. You should refer to the operating carrier's website for further information.

## 4. Reservations and seat allocation

### 4.1 What is a reservation?

A reservation is a booking on our flight, and is confirmed only when recorded and paid for and accepted by us. An open-dated ticket is not a reservation.

### 4.2 How to make a reservation

You can make a reservation with EAS by booking with us, an Authorised Agent or online at [www.easternairservices.com.au](http://www.easternairservices.com.au)

### 4.3 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 we or the Authorised Agent advise you of it. If you do not pay for your Reservation within the Ticketing Time Limit we 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 us or the Authorised Agent.

### 4.4 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.

### 4.5 Seat allocation

Some of our 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 our Call Centre. We will endeavour to accommodate your seat request. However, we do not guarantee you any particular seat, even if you have nominated a seating preference. We may change your seat at any time, even after you have boarded the aircraft. This may be necessary for safety or operational reasons.

### 4.6 Collection of personal information

When you make a reservation with us, we must collect certain personal information in order to process your reservation and to comply with our legal obligations. For these purposes, 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, such as collecting commissions, credit and other payment card companies, various law enforcement agencies and governments around the world for security, customs, emergency and immigration purposes. The *EAS Privacy Policy* applies to all of the information we collect. Please refer to the EAS Website or contact our Call Centre for more information.

## 5. Tickets and tariffs

### 5.1 Issuing a ticket

If you have a reservation and you pay for it within the **Ticketing Time Limit** either we or an Authorised Agent will issue you with a ticket. A ticket may be a paper or an electronic ticket. Other airlines may be authorised to issue electronic tickets for us.

### 5.2 Importance of ticket

Your ticket is your primary evidence of your contract with us and is a valuable document. You should keep it safe. If your ticket was issued by us, an Authorised Agent or another airline, it remains our property.

### 5.3 Lost tickets

If you lose your electronic ticket, you can print another copy or ask us to send you an electronic ticket by email.

### 5.4 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 Call Centre. We 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.

### 5.5 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 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) We may in our absolute discretion extend the validity of your ticket if your travel is disrupted by an event beyond our control.

### 5.6 Insurance

We strongly recommend you purchase insurance to cover against any losses you might incur if for any reason you are unable to travel with us on your planned travel date.

## 6. Fares and changes

Any changes to your ticket or Itinerary must be made by us or an Authorised Agent and in accordance with the *EAS Fare Rules*.

### 6.1 Fares

We set various fares for the various cabin classes available on our services. The structure of our fare pricing is set in our absolute discretion and provide the inclusions and exclusions set out in detail in the *EAS Fares Rules*. In general fares cover the transport of you and your baggage (subject to our 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. A copy of the *EAS Fares Rules* can be found on the EAS Website.

### 6.2 Which fare applies?

We will calculate your exact fare when you pay for your reservation. We reserve the right to change fares (for example, by changing taxes or surcharges) before you pay for your reservation.

### 6.3 Fare rules

We have various fare rules which apply to our fares, and these rules influence both the price and the flexibility of the relevant fares. The *EAS Fares Rules* can be found on the EAS Website or by contacting our Call Centre.

We or the Authorised Agent will tell you about the rules that apply to your reservation. Some 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 structure applicable to a particular fare not suit your travel requirements, we encourage you to upgrade to a more suitable product (for example, a Flexible Fare).

## 6.4 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.

## 6.5 GST

Unless otherwise stated, all amounts are in Australian dollars include any applicable GST.

## 7. Refunds

### 7.1 According to fare rules

Depending on the fare you might be entitled to a refund on part or all of your ticket. If you are entitled to a refund we 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 at Subparagraph 7.2 below. 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 we will only provide a refund on surrender of the paper ticket (including all unused flight sectors) to us;
- b) we may in our absolute discretion provide the refund either to the person named in the ticket or to the person who has paid for the ticket once we receive satisfactory evidence of payment for the ticket by that person;
- c) we reserve the right to provide the refund in Australian Dollars; and
- d) the refund provided under Subparagraph (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. We 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 we have not already provided the taxes and charges to the authority which levied them.

### 7.3 Refusing a refund

Irrespective of Subparagraphs 7.1 and 7.2 we 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 5.5);
- b) your ticket has been held by government officials as evidence of an offence against the laws of any country; or
- c) we in our absolute discretion determine that your application for a refund represents an abuse of the *EAS Fare Rules* or represents an attempt to unconscionably obtain an advantage.

We reserve the right to charge you a reasonable administration fee. If the administration fee exceeds the amount of the refundable taxes and charges, we will not pay you a refund

## 8. Passengers who require special assistance or special meals

### 8.1 Special assistance

The information in this section is an overview only. More expansive information can be found to assist you on the EAS Website in the document titled *EAS Special Assistance Information* or if you need further information please contact our Call Centre.

With the exception of wheel chair bound passengers who are able to board and disembark the aircraft by themselves, the type of aircraft operated by the Company precludes the carriage of non-ambulatory passengers. This is because our aircraft do not have sufficient cabin height to allow for safe manual lifting and some have very narrow centre aisle.



With this in mind, if you do require special assistance (for example, due to illness, incapacitation, limited mobility, you have an assistance animal, are pregnant or travelling as an Unaccompanied Minor (UM) we will do what we can provided that:

- a) you are able to safely walk up and down aircraft entry stairs with minimal assistance;
- b) you have fully informed us of any special requirements before making a reservation;
- c) you have complied with any reasonable requests we may have which will be listed in the *EAS Special Assistance Information* found on the EAS website; and
- d) we and the operator of any relevant codeshare services have agreed to provide the special assistance.

## 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 at least 45 minutes before departure or enough time to allow you to complete check-in procedures before the Check-In deadline and you must bring with you valid photographic personal identification (such as a passport or drivers licence) and your paper ticket (or your Itinerary if you have been issued with an electronic ticket).

You must present all of these documents to our staff if you are asked to do so. You must keep any material we give you at check-in (such as a boarding pass and a baggage identification tag) until you complete your travel with us.

### 9.2 Web Check-In

You may check in on-line, when this service is available, if your original booking was made with us or through an Authorised Agent that has issued our travel document. All other passengers including codeshare passengers, unaccompanied minors and passengers with special need requirements must check-in, in person, at the airport before the Check-In deadline.

Our on-line Check-In facility, when it is available, will:

- a) open 24 hours prior to your scheduled flight departure time;
- b) allows you 15 minutes to complete your on-line Check-In;
- c) requires you to confirm that you have read, understand and will abide by the *EAS Dangerous Goods Policy*.

Passengers who use our on-line Check-In facility and who are travelling with:

- a) cabin baggage only: are reminded this baggage must comply with our baggage dimension conditions or they may be required to check-in oversized cabin baggage at the Airport;
- b) checked baggage and/or cabin baggage: must visit our check-in counter to check their baggage and receive a baggage receipt. These passengers are also reminded of the cabin baggage requirements set out in the *EAS Baggage Policy* found on the EAS Website.

Passengers who use our on-line Check-In facility agree and accept they may be asked to produce valid photographic personal identification (such as a passport or drivers licence) at the boarding gate. Failure to produce this documentation may result in our refusing to carry the passenger.

Some of our routes are excluded from our on-line Check-In facility for operational reasons. Should this apply to your flight, you will be directed to contact our staff at the airport in the event you try to Check-In to one of these excluded routes.

### 9.3 Check-In deadline

You will be advised of the Check-In deadline for your flights in your Itinerary and/or by our Authorised Agent. As a general rule check-in commences 1 hour prior to departure and closes 30 minutes 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.

## 9.4 Arriving at the boarding gate

You must complete all departure formalities (such as clearing security services) 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.

## 9.5 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 herein we reserve the right to cancel your reservation, refuse to carry you and/or to charge you a reasonable service fee. You may also forfeit your fare as per any applicable *EAS Fare Rules*.

## 9.6 Presentation of travel documents

If we ask you to do so you must present travel documents for the destinations listed on your ticket and you must permit us 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

We strive to ensure an enjoyable, safe and secure travel experience for all of our passengers. We may take all steps we believe necessary to ensure the safety and security of our passengers including refusing carriage to you and other passengers in some circumstances. In addition, we may refuse carriage due to the practice of overbooking.

## 10.2 Refusal of carriage due to conduct

We may refuse to carry you or your baggage if we in our absolute discretion determine 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 (we 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 *EAS 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 reasonable directions (including the directions of our Crew and our 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 cannot prove you are the person listed on your ticket;
- m) you are (or appear to be) drunk or otherwise under the influence of drugs or alcohol;
- n) you are (or are suspected to be) unlawfully in possession of drugs or illicit drugs;
- o) your mental or physical state is threatening or a danger to our 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);
- p) you have used threatening, abusive or insulting words or actions towards our staff, other passengers or other persons at the airport;
- q) you have committed any offence in relation to your carriage including an offence during the check-in process or onboard the aircraft;

- r) 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;
- s) you have failed to comply with these Conditions (and in particular, you have done any of the things listed in Subparagraph 12.3), or
- t) you have done any of the things listed in Subparagraphs 10.2(h) to(r) (inclusive) on a previous flight (whether that flight was operated by us or another Carrier) and we have 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 we will notify you in writing 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 we will not carry you. You must not travel or attempt to travel with us when the notice is in force. We reserve the right to cancel any ticket you attempt to use to travel on or airline when the notice is in force without refund.

## **10.4 Refusal of carriage due to overbooking.**

Like most airlines we on occasion may overbook flights. 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.

## **11. Schedules and disruptions**

### **11.1 General principles**

We will try to ensure that you and your baggage depart and arrive as closely as possible to our scheduled departure and arrival times, as in force on your date of travel. However, we do not guarantee flight times or schedules and they do not form part of your contract with us.

### **11.2 Schedules and changes**

When you make a reservation, we or an Authorised Agent will tell you the scheduled time of your flights. These times will also be noted on your Itinerary. If we change the time of your flight, we will make reasonable attempts to contact you or your Authorised Agent via email or mobile phone, using the contact details you have provided us. We do not guarantee that we 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 or aircraft substitution**

Except as set out in Subparagraphs 11.5 and 11.6 and unless any applicable laws or conventions say otherwise, we will not be liable to you for any losses that you incur as a result of schedule changes or aircraft substitution.

In the case of aircraft substitution, the conditions of any fare paid shall extend to carriage by substituted aircraft (or any other means of transport, as applicable).

### **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 we will do for you if your flight is disrupted will depend on whether the disruption is due to events within our control or beyond our control, (refer Subparagraphs 11.5 and 11.6).

### **11.5 Disruptions within our control**

We will use reasonable endeavours to ensure 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, we will:

- a) carry you on our 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 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 we in our absolute discretion decides that Subparagraphs 11.5(a) or (b) are unsuitable in the circumstances, we 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 we 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

Where your flight is delayed or cancelled as a result of an event beyond our control, whether you have checked in or not, we will

- a) use reasonable endeavours to rebook you on the next available flight on our services at no additional cost to you, alternatively
- b) if we are unable to rebook you on service acceptable to you, we will refund the applicable fare.

We will not be responsible for paying any other costs or expenses you may incur as a result of the delay or cancellation, except as otherwise provided in these Conditions of Carriage or as required by applicable laws.

**Lord Howe Island** is a location that experiences weather patterns that may make it unsafe to operate flight to and from and thus flights may be delayed or cancelled on a safety basis due to weather. These events are beyond our control and thus, we strongly recommend you purchase insurance to cover against any losses you might incur if for any reason you are unable to travel with us on your planned travel date.

## 12. During your flight

### 12.1 Safety is paramount

Our first priority is the safety of our Passengers. We will take all reasonable steps to ensure our 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 section explains these obligations and the steps we may take to ensure safety.

### 12.2 Your obligations

Whenever you travel with us, you must:

- a) **Respect our Crew and obey their directions.** Our Crew has 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 Crew. This includes any direction to provide your travel documents to our 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 Crew.
- d) **Remain seated.** Remain in your seat whenever the 'Fasten Seatbelt' sign is illuminated and return to your seat if our Crew tell you to do so.
- e) **Stow Cabin Baggage.** Stow your Cabin Baggage as directed by our 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 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 either switch your mobile phone off or to Flight Mode, while you are onboard the aircraft. If you do not comply with these directions our Crew may take your electronic device from you and keep it until the end of the flight.
- g) **(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) **(h) Consume alcohol responsibly.** We are serious about the responsible service of alcohol. We ask that, before a flight, you drink in moderation and ensure that you drink plenty of water to keep hydrated. No alcohol will be served on our flights and intoxicated people will be refused carriage.

## 12.3 What you must never do

Whenever you travel with us, you must never:

- a) **Smoke.** All our services are non-smoking. Civil Aviation Regulations 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 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 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 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 we may do to ensure safety.** We reserve the right to take all steps which are reasonably necessary to ensure the safety of a flight and our Crew and passengers. If in the opinion of our 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) we may take steps which may include one or more of the following:
  - move you to another seat, or another part of the aircraft;
  - restrain you;
  - take any such other action as is reasonably necessary to ensure the safety of the flight, its passengers and our Crew, including the reasonable use of force;
  - remove you from the flight;
  - divert the flight and offload you from it;
  - report you to the relevant authorities, including the Police and/or the AFP;
  - refuse carriage for the remaining journeys on your ticket; and/or
  - 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 staff when you arrive at your destination.

### 13.2 Lost baggage

If you cannot find your baggage please notify our 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 90 days after your flight, it will be deemed to have been abandoned and we may destroy it without notifying you and without paying you any compensation. should this occur, you agree to indemnify us for any cost or expense incurred in respect of disposal of the baggage.

## 13.5 Leaving bags behind

We are not responsible or liable to you for any loss you suffer as a result of leaving behind any checked baggage or cabin baggage onboard or at the airport.

## 14. Successive carriers

If your ticket is for flights operated by us and other carriers, the carriage may be regarded as a single operation under any applicable laws or conventions.

## 15. Baggage

### 15.1 Baggage allowance

We will provide you with a free baggage allowance as part of your ticket. Your actual allowance will depend on aircraft type, your cabin class of travel and your fare. This allowance relates both to Checked Baggage and Cabin Baggage.

A summary of the basic free baggage allowances by aircraft type are set out below and are also set out in our Terms, Conditions and Notices issued by us or an Authorised Agent on behalf of us.

The full *EAS Baggage Policy* is available on the EAS Website.

#### Checked Baggage Allowance

Aircraft Type	Travel Class	Checked Baggage Allowance		
		Adult*	Child <sup>^*</sup>	Infant <sup>^</sup>
King Air B200 Beech 1900	Economy	2 pieces 14 Kgs (max total) 140 cm (Linear dimension combined)	2 pieces 14 Kgs (max total) 140 cm (Linear dimension combined)	Nil

Refers to \**Infant Items Allowance* <sup>^</sup>*Mobility Equipment Allowance*

#### Cabin Baggage Allowance

Aircraft Type	Travel Class	Cabin Baggage Allowance		
		Adult*	Child <sup>^*</sup>	Infant <sup>^</sup>
King Air B200	Economy	1 piece only 3 Kgs 30(L) x 30(H) x 15(D) cm	1 piece only 3 Kgs 30(L) x 30(H) x 15(D) cm	Nil
		Beech 1900	Economy	1 piece only 7 Kgs 48(L) x 34 (H) x 23 (D) cm

### 15.2 <sup>^\*</sup> Notes:

- The maximum weight per piece of Checked Baggage must not exceed fourteen (14) kilograms for the Beech 1900 aircraft and the King Air B200 aircraft;
- Total dimensions of Checked Baggage must not exceed 140cm in linear dimensions with no one piece exceeding 140cm in linear dimension;
- We do not accept the following items as Checked Baggage and do not accept liability for their loss or damage unless the items are identified to us and we have, in our absolute discretion, given its written acceptance for carriage and accepted liability in writing for their loss or damage:
  - Dangerous Goods, other than those permitted for carriage by the IATA DG Regulations). Refer to the *EAS Dangerous Goods* information on the EAS Website;
  - cash, credit cards, deeds, passports and other travel documents, securities, business documents or other valuable documents;
  - jewellery, antiques, precious metals or similar valuable items;
  - any item of a delicate, fragile or brittle nature e.g. glassware, sports equipment, musical instruments;
  - any item of a perishable nature e.g. seafood;
  - medicines;

- electrical or electronic components e.g. computers, cameras; or
- any item that has insufficient packaging to withstand the normal circumstances and effects of carriage by air.

## 15.3 Allowances for infants or personal mobility devices

**Note:** information in this section is a summary only. The complete Infant and Mobility Equipment Allowances are detailed in the *EAS Baggage Policy* found on the EAS Website or contact our Call Centre.

The allowances, subject to operational limits and determined at our sole discretion, are:

- a) Adults accompanying infants are entitled to check-in, in addition to their free baggage allowance, one stroller, bassinet or car seat up to a maximum weight of 7 kg per infant. These items will be stowed in the aircraft hold but, if required will be made available immediately prior to boarding and/or on arrival.
- b) Passengers with reduced mobility are entitled to check-in, in addition to their free baggage allowance, a fully collapsible self-propelled wheelchair; hand propelled mobility aid such as a pair of crutches, a walking stick, a prosthetic device, or other non-mechanical item considered as a piece of equipment essential to assist the carrying out of activities of daily living up to a maximum weight of 7 kg per passenger. If used to board the aircraft, these items will be stowed in the aircraft hold.

Passengers wishing to check any of the baggage items identified in sub-paragraphs 15.2 (a) are required to notify us or an Authorised Agent, prior to booking.

## 15.4 Excess baggage and oversized baggage

**Note:** For a full description of our baggage provisions and requirements please refer to the *EAS Baggage Policy* found on the EAS Website or contact our Call Centre.

If you wish to take baggage which is bigger or heavier than your free baggage allowance, it will be considered excess and/or oversized baggage:

- a) we may charge you extra for excess and oversized baggage;
- b) you are required to provide details of any oversized baggage at the time of booking via email to [office@easternairservices.com.au](mailto:office@easternairservices.com.au) or via an Authorised Agent;
- c) any single item of baggage weighing in excess of 25 kg will not be accepted for carriage;
- d) all oversized baggage must be sufficient packaged and protected for air travel. Unless otherwise provided in these conditions, we will not be liable for damage to oversized baggage which has not been properly and safely packaged;
- e) notification of baggage in accordance with subparagraph 15.3(b) above does not guarantee we will be able to carry the baggage. A decision as to whether the baggage can or will be carried will be made at the time of the flight based on operational reasons and at our sole discretion;
- f) subject to operational restrictions and uplift availability, excess or oversized baggage may not be carried on the same service as you. We will endeavour to place your excess or oversized baggage on the next available flight but make no guarantee as same;
- g) excess and oversized baggage is only carried to the airport specified on our baggage tag. You are responsible for the collection of any excess or oversized baggage and any related delivery expenses which may be incurred should collection fail to occur;
- h) sporting equipment and musical instruments can be carried as part of your Checked Baggage allowance, but if that is exceeded, excess baggage charges will apply; and
- i) if your baggage exceeds certain size and weight limitations, it must be sent as freight at your own cost.

## 15.5 Carrying your baggage and our right to refuse

- a) **Carriage on same flight.** While we will use our best endeavours to carry your baggage on the same flight as you, we may for operational reasons (such as aircraft take-off weight or meteorological restrictions) carry your baggage on the next available flight.
- b) **Right to refuse carriage.** We may in our 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):
  - if it does not meet the requirements in this section or the requirements set out in these conditions or our *EAS Baggage Policy*;

- if it is not securely packed in suitable materials;
- if it may cause discomfort or inconvenience to other Passengers (for example, because of any odour it emits); or
- for safety or operational reasons.

## 15.6 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 the *EAS Dangerous Goods Policy*;
- b) items which are prohibited by any applicable Laws;
- c) items which we in our absolute discretion refuse to take; and/or
- d) other items prohibited in Subparagraph 15.1.

## 15.7 Right to search

In addition to any searches required by any applicable Laws, we reserve the right to search your Baggage at any time to ensure that it meets our baggage requirements including any requirements set out in the policies. We 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.

## 15.8 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 items listed in paragraph 15.2(c). We will not be responsible for loss of or damage to such items, whether you take them as Checked Baggage or Cabin Baggage.
- b) **Checked Baggage Identification Tag.** You must keep any Baggage Identification Tag which we or a Carrier of a Codeshare 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 us to confirm that the Baggage belongs to you.
- d) **Sporting goods.** We may classify sporting goods in a different manner from other Checked Baggage. Refer to the EAS Website, the *EAS Baggage Policy*, or our Call Centre for more information.

## 15.9 Rules for Cabin Baggage

You must comply with the following rules in relation to Cabin Baggage:

- a) **Dimension limits.** Your ticket and all terms, conditions and notices issued by us or an Authorised Agent on behalf of us set out the allowances for Cabin Baggage, including dimension and weight limits. If your Cabin Baggage exceeds these limits, or if we decide that an item cannot be safely carried in the cabin of the aircraft, we may carry your item as Checked Baggage, or may refuse to carry it at all if it is an item to which Subparagraph 15.4 applies.
- b) **Special items.** We may, at our sole discretion and subject to certain conditions listed in the our *EAS Baggage Policy*, accept larger items (such as musical instruments including guitars and cellos) which would normally not be suitable as Cabin Baggage if you:
  - make prior arrangements with us or an Authorised Agent, and
  - purchase an extra seat so as to ensure the safe and proper stowage the item.



## 15.10 Rules for carriage of Assistance Animals

We may carry animals if you make prior arrangements with us however, there are special conditions pertaining to their carriage especially to/from Lord Howe Island. We reserve the right to refuse to carry your animal and to set requirements in relation to crates, feeding, health and vaccinations.

We will carry recognised assistance animals (Blind and Hearing Assistance dogs) in the cabin of the aircraft, in accordance with our policy set out on the EAS Website in the document entitled *EAS Special Assistance Information*.

## 15.11 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 to us in writing, at [office@easternairservices.com.au](mailto:office@easternairservices.com.au), at least 5 working days prior to your anticipated departure date or at the time of booking.

## 16. Liability for damage

### 16.1 Determination of liability

The liability of us and each Carrier involved in your journey will be determined by any applicable Laws and Conventions and each Carrier's conditions of carriage.

### 16.2 General

To the extent permitted by any applicable Laws or Conventions and subject to sub-paragraphs 16.3 and 16.4, we are not liable for or in connection with any:

- a) loss sustained to baggage, including (without limitation) loss which is solely the result of normal wear and tear (this includes but is not limited to: damaged handles, wheels or damage of a cosmetic nature such as scratches and dents);
- b) loss caused by your negligence or breach of these conditions or your failure to comply with applicable laws, regulations, orders or requirements of any applicable country;
- c) loss caused by our compliance with applicable laws, regulations, orders or requirements of any applicable country;
- d) death, personal injury, delay or loss caused by anything in your baggage (and you agree to indemnify us for any death, injury, delay or loss caused by your baggage to other persons or property, including our property), or
- e) loss arising out of or in any way connected to the provision of transport and other services to you (whether arising from negligence or otherwise) including, without limitation, any change to the transport or services described in or covered by the booking or inaccuracies or errors in any information related to transport, services or pricing.

### 16.3 Liability Rules

Unless this Paragraph (#16) says otherwise:

**Australian Domestic Carriage:** Australian domestic carriage, will be governed by the provisions of the *Civil Aviation (Carriers' Liability) Act 1959* (Cth), complementary state legislation and these conditions. This legislation and these conditions may govern your flight and in most cases limit our liability in cases of your death or injury, loss of or damage to baggage and delay.

**International Carriage:** 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 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.

## 16.4 Death or injury of passengers

In the event of death or other bodily injury suffered by a Passenger as a result of an accident:

- a) Where your flight is wholly within Australia and is not International Carriage 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\$725,000.
- b) Where your flight is International Carriage:
  - If the Warsaw Convention (as amended) applies the limits can be as low as US\$10,000.
  - If the Montreal Convention (as amended) applies:
- c) 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. We will not be liable for damage to the extent that it exceeds 113,100 SDRs for each passenger if:
  - such damage was not due to the negligence or other wrongful act or omission of us or our servants and agents, or
  - such damage was solely due to the negligence or other wrongful act or omission of a third party.
- d) We reserve 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 we 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.
- e) In all circumstances, we reserve all rights of recourse against any third parties, including without limitation, rights of contribution and indemnity.
- f) Notwithstanding the above Subparagraphs of Paragraph 16.4 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.

## 16.5 Physical condition

We are not liable for or in connection with illness, injury or death of any person, including (without limitation) any illness, disability or personal injury to you, or your death, caused or aggravated by the air travel where such travel posed a risk to you due to your age, physical or mental condition.

## 16.6 Baggage

In respect to baggage;

- a) We will be liable only for damage or delay occurring during carriage ticketed on our aircraft. If we issue a ticket or check 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.
- b) We are not liable for any damage to your Cabin Baggage unless such damage is caused by our negligence.
- c) We are 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 property; and you agree to indemnify us for any such damage.
- d) Except to the extent required by any applicable Laws, we are not liable for damage or delay to items which you are asked not to include in your Checked Baggage. We do not accept the following items as Checked Baggage and do not accept liability for their loss or damage unless the items are identified to us and we have, in our absolute discretion, given our written acceptance for carriage and accepted liability in writing for their loss or damage of:
  - cash, credit cards, deeds, passports and other travel documents, securities, business documents or other valuable documents;
  - jewellery, antiques, precious metals or similar valuable items;
  - any item of a delicate, fragile or brittle nature e.g. glassware, sports equipment, musical instruments;

- any item of a perishable nature e.g. seafood;
  - medicines;
  - electrical or electronic components e.g. computers, cameras, or
  - any item that has insufficient packaging to withstand the normal circumstances and effects of carriage by air.
- e) Where your flight is wholly within Australia and is not International Carriage 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 Cabin Baggage.
- f) Where your travel is International Carriage as defined in any applicable Conventions and those Conventions apply, our 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 liability for loss of, damage to, or delay in the carriage of Baggage is limited by any applicable Conventions as follows:
- 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 Cabin Baggage (unless Article 25 of the Warsaw Convention applies, in which case these limits do not apply);
  - if the Montreal Convention (as amended) applies, our liability is limited to 1,131 SDRs (approximately AU\$2,239 at the time of writing), or for International Carriage,
  - not subject to any applicable Conventions, our liability for Checked and Cabin Baggage shall be limited pursuant to the *Civil Aviation (Carriers' Liability) Act 1959* (Cth) or complementary Australian State legislation.
- g) In the case of Checked Baggage, we will not be liable:
- to the extent the damage resulted from an inherent defect or the inferior quality of the Checked Baggage, or
  - for loss or damage to registered baggage not collected by you within a period of twelve hours after the arrival of the baggage at the destination;
- h) In the case of Cabin Baggage, we will only be liable if us, our agents or our Staff were at fault.
- i) The limitations referred in Paragraph 16 above do not apply if the Passenger declared a higher value in advance and paid additional charges pursuant to Paragraph 16. Only in that instance shall our liability be extended to the higher declared value.
- j) We are not liable for destruction, loss, damage or delay of Baggage not in the control of us, including Baggage undergoing security inspections or measures not under the control and direction of us.
- k) If there has been contributory negligence on your part with respect to any destruction, loss, damage or delay of Baggage, we may be exonerated wholly or partly from liability in accordance with applicable Laws.

## 16.7 Passenger delay

- a) We shall not be liable for damage occasioned by delay in the carriage of passengers by air if we and our servants took reasonable measures that could reasonably be required to avoid the damage, or that it was impossible for us or our servants to take such measures.
- b) Airport, air traffic control, security and other facilities or personnel, whether public or private, who are not under the control and direction of us are not agents or servants of us and we are not liable to the extent that the delay is caused by these kinds of facilities or personnel.
- c) 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).

- **In the case of Australian domestic carriage**, if you suffer loss as result of events within our control and causing you delay, we will have no liability to you other than the relief specified in Subparagraph 11.5 of these Conditions of Carriage.

## 16.8 Total liability limit

In no case shall our liability exceed the actual amount of damages suffered by the passenger. All claims shall be limited to proven direct compensatory damages. We shall not in any circumstance be liable for exemplary, aggravated, consequential, indirect or special damages.

## 16.9 Reduction for contribution to damage

Any liability of us for damage may be reduced by any negligence on your part which causes or contributes to the damage in accordance with applicable laws.

## 16.10 Damage arising by law

We shall not be liable for any damage directly or indirectly arising out of our compliance with any applicable laws, failure of a passenger to comply with the same, or any events beyond our control.

## 16.11 Application to others

These Conditions including the documents referred to in these conditions apply to our Authorised Agents, our Staff and representatives to the same extent as they apply to us. The total amount recoverable from us and from such Authorised Agents, our staff and representatives shall not exceed the amount of our own liability, if any.

## 16.12 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.

## 17. Claims by you

### 17.1 General

The liability of us and each carrier involved in your journey will be determined in accordance with these Conditions of Carriage and as detailed in paragraph 16 above. The matters addressed in subparagraphs 17.2 to 17.5 inclusive address the process and time periods for making a claim.

### 17.2 Personal injury or death claims

If you have a claim for personal injury or your personal representative has a claim for your death, you or your personal representative, as applicable, should notify us in writing as soon as possible.

### 17.3 Baggage claims

If the person with a Baggage Receipt receives Checked Baggage without making a complaint in person to us at the terminal building of the airport where Checked Baggage was received, it will be reasonable evidence that the Checked Baggage was delivered in good condition, unless proven otherwise.

Where it is unreasonable for the person with a baggage receipt to make a complaint in person to us at the terminal building of the airport where the Checked Baggage was received, the person must notify us of their loss in writing within 24 hours of receipt of the Checked Baggage or 24 hours of their scheduled flight (whichever is sooner).

**Australian Domestic Carriage:** Any claim for loss of or damage to baggage must be made in writing to us within the following timeframes:

- a) Three days in the case of damage to or loss or destruction of part only of an item of Checked Baggage or Cabin Baggage, after date of receipt of remainder of the item.
- b) 21 Days in the case of loss or destruction of the whole of an item of Checked Baggage from the date that the Baggage should have been placed at your disposal.

**International Carriage:** Any claim for damage to or delay of baggage must be made in writing to us within the following timeframes:

- a) In the case of damage to your Baggage, as soon as you discover the damage after you have received the Baggage, and at the latest within seven Days;



- b) In the case of delay, within 21 Days from when the Baggage has been made available to you.

## **17.4 Clothing damage**

Any incident involving damage to your clothing worn or taken into the aircraft cabin must be immediately reported to our Crew.

## **17.5 Time period for making a claim**

Unless your right to claim for damages has expired earlier as provided elsewhere in these Conditions of Carriage, you will have no right to claim for damages if court proceedings are not brought within two years from:

- a) the date of your arrival at your destination;
- b) the date the aircraft should have arrived; or
- c) the date on which your carriage stopped.

The method of calculating the period of limitation will be determined by the law of the court where the case is heard.

## **18. Our Address**

Eastern Air Services Pty Ltd, PO Box 1222, Port Macquarie, NSW, 2444, Australia.