

Conditions of Carriage

Important Notice to Passengers

Hinterland Aviation and Australian Helicopters

As at July 2009

These Conditions of Carriage apply only to flights organised and booked by Voyages with Hinterland Aviation between the Australian mainland and Wrotham Park Lodge and Lizard Islands, and with Australian Helicopters between the Australian Mainland and Heron Island. Voyages are not an airline carrier and do not operate these flights. Voyages do not sell tickets for these flights as agent for any airline carrier. These flights are operated by Hinterland Aviation Pty Ltd (ABN 53 010 617 893) and Australian Helicopters (ABN 50 011 075 460) (or other carrier in the sole discretion of Voyages). Voyages accepts no liability for any loss or damage suffered by any passenger in connection with these flights other than as stated in clause 5 of these Conditions.

1. Conditions of carriage

1.1 The Booking and the carriage of a Passenger on any flight by the Carrier is subject to:

- (a) Australian laws including the *Civil Aviation (Carriers' Liability) Act 1959* (Cth) as amended, and any international conventions that may apply to the journey in question; and
- (b) any specific directions given to a Passenger in writing or orally by the Carrier's staff.

1.2 These Conditions of Carriage apply strictly except to the extent of any inconsistency with any applicable laws, in which event such laws will prevail to the extent of the inconsistency.

2. Conditions for the benefit of

2.1 These Conditions of Carriage apply to benefit:

- (a) Voyages;
- (b) the Carrier;
- (c) the Carrier's employees, agents and representatives;
- (d) all other carriers approved by Voyages to carry Passengers; and
- (e) those other carriers' employees, agents and representatives.

2.2 If the benefit of any provision is not enforceable by any of the above persons, Voyages holds that benefit on trust for them, and can, if requested by them, enforce the provisions on their behalf.

3. Not refundable

Unless required by law or otherwise stated in these Conditions, no refunds will be made of payments for Bookings made to Voyages for flights to and from Wrotham Park Lodge, Lizard, Brampton and Heron Islands.

- (i) a full refund will apply if the Booking is cancelled more than 7 days before flight with Hinterland Aviation and more than 5 days before flight with Australian Helicopters;
- (ii) the full cost of the flight will be forfeited if the Booking is cancelled within 7 days before flight with Hinterland Aviation and within 5 days before flight with Australian Helicopters;

4. Baggage restrictions

4.1 Cabin Baggage (Hinterland Aviation)

- (a) Each Passenger (except infants not occupying an aircraft seat) is permitted one small item of hand luggage.
- (b) The total weight of each Passenger's Cabin Baggage must not exceed 4kg.
- (c) Each piece of Cabin Baggage must be able to fit under the seat in front of the Passenger or fit in an enclosed storage compartment in the cabin of the aircraft.
- (d) If any piece of Cabin Baggage does not comply with any of these conditions, it must be checked in to the aircraft hold.

Cabin Baggage (Australian Helicopters)

- (a) Each Passenger (except infants not occupying an aircraft seat) is permitted one small still camera as hand luggage.
- (b) If any piece of Cabin Baggage does not comply with this condition, it must be checked in to the aircraft hold.

4.2 Checked Baggage (Hinterland Aviation)

- (a) Each Passenger (except infants not occupying an aircraft seat) is entitled to check in up to 28kg for travel to/from Lizard Island (a total of 32 kg for cabin and checked in luggage combined) and 16 kg for travel to/from Wrotham Park Lodge (a total of 20 kg for cabin and checked in luggage combined and Wrotham Park Lodge allows soft luggage only, due to aircraft size and baggage storage limitations) of baggage for carriage in the aircraft hold at no charge. At the Carrier's discretion, excess baggage (ie above the allowance) may be accepted. For every kg of baggage over the allowance accepted, charges may apply
- (b) Passengers must ensure all baggage is packed appropriately before being presented at check in.
- (c) No single item may exceed 32kg to Lizard Island or 20kg to Wrotham Park Lodge in weight.

Checked Baggage (Australian Helicopters)

- (a) Each Passenger (except infants not occupying an aircraft seat, maximum one infant per aircraft) is entitled to check in up to 15kg of baggage for carriage in the aircraft hold at no charge..
- (b) Passengers must ensure all baggage is packed appropriately before being presented at check in.
- (c) No single item may exceed 15kg in weight.
- (d) Soft-sided baggage is preferred.

4.3 The Carrier may refuse to carry any piece of Baggage that does not comply with the Carrier's policy or is classified by the Carrier as being a bulky item.

4.4 Firearms and weapons of any type, including but not limited to knives, blades, or sharp items of any kind are not permitted in the cabin. The Carrier may destroy, withhold or retain such items as it deems appropriate. For safety reasons, the following dangerous goods must not be carried whether as Cabin Baggage or Checked Baggage: corrosives (e.g. wet cell batteries), compressed gases (e.g. camping gas), explosives, poisons and toxic substances, dry ice or heat producing articles, infectious substances, flammable liquids, organic peroxides (e.g. bleaching powders), radioactive materials, matches and articles easily ignited, oxidising materials, magnetised material, briefcases and attache cases incorporating dangerous goods such as Lithium batteries, pyrotechnic devices, disabling devices such as mace and pepper spray containing an irritant or incapacitating substance.

5. Limitation of liability

5.1 Subject to clauses 6(c) and 7, and to the extent permitted by law, Voyages excludes all liability for any costs, expenses, losses or damages whatsoever that may arise in any way in connection with the carriage whether or not in relation to loss or damage to Baggage or property or injury illness or death of any person. If the *Trade Practices Act 1974* (Cth) or any similar law implies a condition or warranty that cannot be excluded, the liability of Voyages for a breach of the condition or warranty will be limited to either supplying the services again or paying the cost of having the services supplied again, as determined by Voyages in its absolute discretion.

5.2 Carriage is also subject to the provisions of the *Civil Aviation (Carriers' Liability) Act 1959* (Cth) or complementary State legislation and the limits of liability specified therein. The Carrier is not liable for any loss the Passenger may suffer if Cabin Baggage is left on an aircraft or in the airport terminal.

6. Notification of loss or damage

- (a) If a Passenger wishes to make a claim against the Carrier for loss or damage to Checked Baggage or Cabin Baggage, the Baggage must first be presented to the Carrier's staff at the arrival airport. Any claim for loss of or damage to Checked Baggage or Cabin Baggage must be made in writing within 3 days of the occurrence which gave rise to the alleged loss or damage, except for damage to clothing in the cabin which must be reported immediately to cabin crew.
- (b) If a Passenger misses these deadlines, the Passenger will lose any right to claim against the Carrier.
- (c) In relation to any claim for loss or damage to Checked Baggage or Cabin Baggage, Voyages' maximum liability must not exceed \$100 per piece of Baggage.

7. Late or cancelled flights

Whether or not a Passenger has checked in, unless required by law the Carrier will not be liable in any way for delay or cancellation (including consequences) irrespective of the reason for such delay or cancellation.

8. Schedules and seating

All flight times are indicative only and the flight time shown on the itinerary and tax invoice may change between the date of booking and the date of travel. The Carrier does not guarantee the flight times. Flight times and schedules are subject to change, based on operational requirements. The Carrier does not guarantee Passengers any particular seat. It is the responsibility of the Passenger to confirm the flight time no more than 72 hours and no less than 24 hours before the relevant date of departure.

9. Charges and taxes

The price of a Booking may include charges and taxes. Passengers may also be required to pay additional charges and taxes not marked on the itinerary and tax invoice direct to third parties.

10. Insurance

Personal and Baggage insurance are strongly recommended. Subject to clause 5, Voyages bears no liability for any loss or damage incurred by a Passenger.

11. Searches

As a requirement of law the Carrier, Government or airport officers may require Passengers to submit to clothing and body searches and submit Baggage to searches. Passengers must submit to those searches. There can be no exceptions to this requirement.

12. Right to refuse carriage

The Carrier reserves the right to refuse carriage to any person (and their Baggage) who seeks to travel in violation of applicable law, tariffs or the Conditions of Carriage, or who is under the influence of drugs or alcohol, or whom the Carrier believes is necessary to exclude for the safety, health or comfort of any employee of Voyages or the Carrier or any Passenger or for the protection of property.

13. Overbooking

If Passengers are denied boarding on an overbooked regular flight for which they have a Booking, Voyages will try to get the Passenger to the destination within a reasonable time of their original scheduled arrival time. Voyages may at its option, arrange alternative overnight accommodation for the Passenger whether it is able to arrange for the Passenger to get to the destination or not. If Voyages is unable to get the passenger to the destination, it will pay the Passenger compensation as required by any law which may apply or if no law applies, the sum of A\$200 plus the refund of any fare payable to Voyages.

14. Privacy

The Carrier collects information about Passengers (including health information where necessary) to provide products and services to Passengers, process travel arrangements and for administrative and legal purposes. The Carrier may retain, use and disclose such personal information to its related companies, other carriers, travel service providers, organisations which provide services to the Carrier, the Passenger's employer if the Booking has been purchased by the Passenger's employer, various law enforcement agencies and Governments. Passengers can gain access to the information the Carrier holds about them by contacting privacy@voyages.com.au.

15. Alcohol

No alcohol will be served and Passengers must not consume alcohol on flights.

16. Force Majeure

Neither Voyages nor the Carrier will be liable to any Passenger for the cancellation or delay of or interruption to any flight due to act of God or other event or occurrence beyond the control of either of them.

17. Definitions

Baggage means personal property accompanying Passengers on their trip. It consists of both Checked Baggage and Cabin Baggage.

Booking means the details which Voyages or the Carrier have entered in its booking or reservation system relating to a journey, including any flight.

Cabin Baggage (sometimes referred to as carry-on or unchecked baggage) means any Baggage other than Checked Baggage.

Carrier means Hinterland Aviation Pty Ltd (ABN 53 010 617 893), Australian Helicopters (ABN 50 011 075 460) or other carrier designated by Voyages for purposes of the carriage.

Checked Baggage means that part of Baggage which the Carrier has taken into its custody for carriage in the hold of the aircraft.

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

Voyages means Voyages Hotels & Resorts Pty Ltd (ACN 079 925 036).