



TERMS AND CONDITIONS

These Terms and Conditions of Carriage are called Conditions.

These Conditions apply to all carriage of passengers and baggage by Regional Pacific Airlines. 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 relevant Federal and State laws.

Rules

Regional Pacific Airlines may, from time to time, make separate regulations or rules or give notices or set other terms and conditions (all in these Conditions called Rules) relating to specified carriage or requirements. All such Rules shall apply equally as these Conditions as though fully set out herein. Regional Pacific Airlines 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 Regional Pacific Airlines and the passenger. This contract of carriage shall be in such form whether involving ticketing or otherwise as Regional Pacific Airlines 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 Regional Pacific Airlines may determine. A reservation for any carriage is not effective unless a contract of carriage has been entered into. A reservation is not a contract of carriage. A contract of carriage does not guarantee or entitle carriage in any particular seat or on any particular aircraft. A contract of carriage does not guarantee 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

Please ensure you are checked in at least 45 minutes prior to departure. To comply with Air Security requirements and to ensure timely service, check-in is not possible from 30 minutes prior to departure from Cairns, Mount Isa and Townsville, 15 minutes from all other ports.

**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. Regional Pacific Airlines may refuse to carry any passenger or baggage where these Conditions or any Rules relating to baggage are not complied with. Regional Pacific Airlines 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 Regional Pacific Airlines or other agreements made from time to time.

Baggage allowance and restrictions

Each fare paying passenger has a 16kg normal dimension check baggage allowance. Passengers traveling together may combine their baggage entitlement provided no individual item's weight exceeds 30kg. Baggage in excess of the free allowance may be carried if space and load capacity permit. Excess baggage may 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 or an earlier flight if delivered to our check-in prior to travel. Passengers are limited to one item of carry on baggage that must weigh less than 5kg and capable of being stored under the passenger's seat. Regional Pacific Airlines may refuse carriage to any baggage that in its view is unsuitable for carriage for any reason. Valuable or fragile items are carried solely at the passenger's risk unless these are first identified and Regional Pacific Airlines has accepted them in writing for carriage. Handling and re-insurance charges may apply. These items include cash, negotiable bonds and similar items; items of a fragile or breakable nature; electrical items or components; jewellery, antiques or other valuable items and any items with insufficient packaging or protection. Claims for immediately identifiable baggage damage or loss must be reported to the handling agent or Regional Pacific Airlines prior to the passenger leaving the airport. All damage not immediately identifiable must be reported to Regional Pacific Airlines on discovery and at least within 24 hours of travel. Further information on baggage allowances and restrictions is available at the airport.

Dangerous goods

Dangerous goods may not be carried. 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: compressed gases (some common camping equipment); flammable liquids and solids (strike anywhere matches, lighter and heater fluids, flammable aerosols); firearms (may only be carried with approval as checked luggage); and poisons (not including medical prescriptions). Further information on dangerous goods is available at the airport.



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 Regional Pacific Airline's 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, baggage surcharge, or otherwise. Terms and conditions of different fare classes may be set out in Rules determined by Regional Pacific Airlines. Unless otherwise set out in such Rules fares shall be non-refundable but may be transferred between different fare classes. Applicable fares at any time shall be as published or advised by Regional Pacific Airlines. All fares are quoted in Australian dollars and include Goods and Services Tax (GST).

Travel amendment, cancellation and no-show policies

For all Fare Classes Regional Pacific Airlines reserves the right to not credit, refund or transfer credit to a later flight where a passenger does not report (no-show) for a flight as determined by Regional Pacific Airline's reporting time policies which are generally 1 hour before flight time. Regional Pacific Airline's terms for amendment and cancellation are determined by the Fare Class applying to the seat for which a variation might apply.

Routes and schedules

Carriage will be performed on such routes and in accordance with such schedules as Regional Pacific Airlines may from time to time determine or publish. Regional Pacific Airlines may vary such schedules or cancel any flights at any time. Regional Pacific Airlines 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, Regional Pacific Airlines cannot guarantee the timely performance of any carriage where there is (a) any fault or neglect of a passenger (b) any operational maintenance weather or emergency requirements affecting the aircraft or (c) force majeure or any matter outside Regional Pacific Airline's control. Regional Pacific Airlines may offload or not carry any passenger or baggage in its discretion should weight limitations or seating capacity requires this. Regional Pacific Airlines reserves the right without notice to substitute alternate carriers or aircraft for any carriage. Timetables shown are subject to change without notification.

Regional Pacific Airlines control of flights

Regional Pacific Airlines 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 officer of Regional Pacific Airlines and or the captain of the aircraft.



Obligations of Regional Pacific Airlines where carriage cannot be performed or completed

Where Regional Pacific Airlines is unable to commence or continue any flight or carry any contracted passenger it will endeavor to provide alternative carriage. If alternative carriage is not possible the passenger may re-book with Regional Pacific Airlines or receive a refund. A passenger who is refused carriage may receive a refund for such part of the carriage as may be applicable. Regional Pacific Airlines has no obligation to a passenger who is late for, or misses a flight.

Limitation of liability

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

No waiver of conditions

No agent, representative, or employee of Regional Pacific Airlines is authorised to waive the application of any of these Conditions or of any Rules.

Other services

The provision of refreshments or other services on any flight shall be solely in Regional Pacific Airline's discretion.

Australian laws

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