

*Please note: Some components of this package may require you to provide a COVID Vaccination Certificate or evidence of a negative COVID test at the time of travel. This is subject to NZ Government mandates and regional COVID-19 Protection Framework levels.

FLY, STAY & PLAY PACKAGE

TERMS & CONDITIONS

The Flights

AIR CHATHAMS LTD

If you require clarification on any of the points below, please feel free to contact Air Chathams. However, no change can be made to these Conditions or Regulations.

Air Chathams operates regular Chatham Islands air services (Chatham Islands to Auckland, Christchurch, Wellington, and return), Norfolk Island air services (Auckland to Norfolk Island and return) and Mainland New Zealand air services (Auckland to Kāpiti Coast, Whakatāne, Whanganui and return) as well as non-regular services to other destinations within New Zealand.

Air Chathams also operates a service between Pitt Island and Chatham Island. This service is an on demand, as available, air charter service only. It is flown under Special terms and Conditions for Pitt Island (refer Section 26 of these Terms & Conditions). Those conditions supplement these conditions. Where there is any conflict between them, the Special Terms and Conditions for Pitt Island prevail and apply.

Applicability

These terms and conditions of carriage are called Conditions. These Conditions apply to all carriage of passengers, baggage, and freight by Air Chathams when Air Chathams is shown as the operating airline on your ticket. 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 Contract and Commercial Law Act 2017 New Zealand for travel within New Zealand. If Air Chathams check baggage on the flight of another carrier which is not an Air Chathams flight, Air Chathams do so as an airline partner/agent for that other carrier whose conditions of carriage shall apply, and Air Chathams assume no liability for the acts or omissions of such other carrier. When Air Chathams is not your operating airline, the other carrier's conditions apply.

1. Rules

Air Chathams may from time to time make separate regulations or rules, give notices, or set other terms and conditions relating to specified carriage or requirements (all of which are referred to as Regulations). All Regulations shall apply equally as these Conditions, as though fully set out herein. Air Chathams may vary or amend any Regulations from time to time. Except for the Special Terms and Conditions for Pitt Island, where there is any conflict between these Conditions and any rules these Conditions shall apply.

2. Contract of Carriage

All carriage of passengers and baggage shall be performed pursuant to a contract of carriage between Air Chathams and the passenger. This contract of carriage shall be in such form as Air Chathams may determine. All contracts of carriage shall be subject to rules relating to such matters as terms of issue, period of validity, requirements for payment, fare structures, check-in requirements, carriage of children, and otherwise as Air Chathams may determine. A contract of carriage, which is always subject to our Conditions and Regulations of carriage, is entered into once a booking has been confirmed and a ticket issued.

While Air Chathams will endeavour to accommodate all booked passengers, a contract of carriage is not a guarantee of a seat on a particular flight, aircraft, time, or other performance of any carriage. All contracts of carriage are specifically subject to the provisions detailed under the section in Routes and Schedules (see section 13).

Contract of Carriage (cont'd)

These Conditions apply also to gratuitous carriage except as may otherwise be set out in any Regulations. All contracts of carriage are subject to all the provisions of these Conditions.

The service to Pitt Island is provided only under the Special Terms and Conditions for Pitt Island and not otherwise.

3. Travel Procedures

3.1 Tickets

A valid ticket is required for all passengers for travel on all Air Chathams flights. Air Chathams will provide carriage only for the passenger named on the ticket. If a name change is permitted/allowed for the ticket, such change shall be completed prior to travel.

3.2 Check-In Requirements

Passengers must be checked in at least 45 minutes prior to scheduled departure time for the Chatham Islands and Norfolk Island flights and passengers must be checked in at least 30 minutes prior to scheduled departure time for all other flights. This is to enable compliance with regulatory requirements and to ensure timely service.

Travel with Air Chathams is ticketless. Every booking is automatically allocated a unique reference number for booking confirmation. At check-in, each passenger must present an acceptable form of identification which matches the name on the booking, along with any checked baggage. For unaccompanied minors, a completed unaccompanied minor form and acceptable form of identification for the adult dropping them off will be required. Passengers requiring medical clearance must present a completed medical clearance form at the airport. Evidence of age may be required for those travelling on child fares as applicable. A confirmation of your booking is available on request for your records.

Unaccompanied minor and medical clearance forms are both available for download from our airline website (www.airchathams.co.nz)

Air Chathams may cancel your booking if you arrive at the Air Chathams check-in location later than 45 minutes prior to the scheduled departure time for Chatham Islands and Norfolk Island flights and later than 30 minutes prior to the scheduled departure time for all other flights. If a passenger does not meet our check-in cut off times for their flight, they may forfeit tickets and all payments.

3.2 Check-In Requirements (cont'd)

A boarding pass will be issued. In most cases Air Chathams flights are free seating, and a boarding pass does not give you a right to a particular seat.

3.3 Acceptable Forms of Identification

Air Chathams will accept the following forms of identification:

- Current/Valid Passport (mandatory for non-New Zealand travellers)
- New Zealand Government issued Photo Identification
- New Zealand Driver's Licence
- New Zealand 18+ card
- Original Birth Certificate
- A certified true copy of the above

4. Inflight Conduct

To maximise passenger comfort, safety, and security, you must comply with the following requirements and all other directions of any crew member on your Air Chathams flight:

- stow carry-on baggage under the seat in front of you or in the overhead lockers
- take care when you open overhead lockers, since baggage may move during flight,
- keep your seatbelt fastened when seated,
- remain seated with your seatbelt securely fastened during turbulence,
- stay seated as directed, in particular while the aircraft is moving on the tarmac
- do not smoke,
- use infant restraints as directed,
- do not behave in a manner to which other passengers may reasonably object
- ensure you are always able to hear, pay attention to, and as required implement the instructions of the crew.

5. Right to Refuse Carriage

Air Chathams and/or our agents may at any time prior to boarding refuse to carry you or your baggage if, in the exercise of our reasonable discretion, Air Chathams decide or establish any of the following:

- such action is necessary for reasons of safety.
- such action is necessary to comply with any applicable laws, regulations, or orders.

5. Right to Refuse Carriage (cont'd)

- your conduct, age or mental or physical state including any impairment from alcohol or drugs, is such as to require special assistance, cause discomfort or make yourself objectionable to other passengers or involve any hazard or risk to yourself or to other persons or to property.
- such action is necessary because you have failed to observe any of our instructions including non-compliance with these Conditions in relation to carriage of dangerous or prohibited goods.
- you have refused to submit to a security check.
- you have not paid the applicable fare, charges, or taxes for your current or any previous carriage with us.
- you do not appear to have valid travel documents; you may seek to enter a country through which you are in transit; you may destroy your travel documents during flight; you refuse to surrender your travel documents to the flight crew, against receipt, when so requested
- the e-ticket you present has been acquired unlawfully or has been purchased from an entity other than us or our Authorised Agent; has been reported as being lost or stolen; is a counterfeit; or has been altered by anyone other than us or our Authorised Agent or has been mutilated.
- you cannot prove that you are the person named on the e-ticket.
- you have previously committed an act or omission of the type referred to in these Conditions on a previous flight or at any location connected with Air Chathams including airports and ticket selling offices, and Air Chathams have reason to believe that such act or omission may be repeated by you before or on a flight operated by us.
- Air Chathams have notified you in writing that Air Chathams would not, after the date of such notice, carry you on our flights. In this circumstance, you will be entitled to a refund, less any reasonable service fee to cover our administration costs.
- you are not wearing safe and acceptable footwear (minimum acceptable footwear is a pair of jandals)
- you are wearing or otherwise displaying gang patches, insignia, signs or symbols, or other attire which Air Chathams deem offensive or believe will cause discomfort to other passengers and you have refused to remove such offensive items.

5. Right to Refuse Carriage (cont'd)

- You do not have necessary evidence required under Section 19 COVID-19 Travel Requirements as specified by the relevant government for your flight from time to time, such requirements being currently:
 - o Proof of a valid COVID-19 Vaccination Certificate, or
 - o Proof of a negative COVID-19 test taken within 72 hours of departure, or
 - o For passengers departing the Chatham Islands Air Chathams will in our discretion accept sufficient proof of a negative COVID-19 test taken within 7 days of departure

6. 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 as per IATA resolution on carriage of baggage (www.iata.org/en/programs/ops-infra/baggage/check-bag/). Air Chathams may refuse to carry any passenger or baggage where these Conditions or any rules relating to baggage are not complied with. Air Chathams may search any passenger or baggage to ensure such compliance. All carriage of goods not being baggage as defined herein shall be subject to similar Conditions and to any rules determined by Air Chathams or other agreements made from time to time.

6.1 Baggage Allowance and Restrictions

Each confirmed fare includes an allowance of one (1) piece of checked baggage. For adults, children and unaccompanied minors, this piece of checked baggage may weigh up to 23kg. For infants, this piece of checked baggage may weigh up to 5kg. Carriage of additional pieces of baggage may be purchased at check-in or in advance online.

Baggage exceeding the weight allowance included in the ticket will be charged at a set rate per excess kilogram, to be paid at check-in. No one piece of baggage may exceed 32kg without prior express written authorisation from Air Chathams. Each piece of checked baggage should not exceed total linear dimensions (length + width + height) of 158cm. Bulky items of baggage such as bicycles, surfboards, and other sports equipment exceeding these dimensions may be carried for an additional fee.

Excess and oversize 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. Air Chathams assumes no liability for any delay caused thereby.

6.1 Baggage Allowance and Restrictions (cont'd)

Personal mobility devices as such wheelchair, crutches and walking frames will be carried at no additional charge. Where the passenger is dependent on a wheelchair or mobility aid to reach the aircraft, Air Chathams will endeavour to load the item in an easily accessible hold to facilitate boarding & disembarking or provide an airline wheelchair for transport to and from the aircraft.

Passengers travelling with an infant (aged 7 days to under 24 months) have an additional 5 kilograms baggage allowance. Air Chathams will allow an infant/child stroller and/or child car (booster) seat to be carried at no additional charge and not counted as a piece of checked baggage under fare terms allowance per infant or child. Space constraints on some flights/aircraft may preclude carriage of these items, and where this occurs this will be advised to the customer immediately prior to departure.

Where passenger is travelling with live animals, this forms part of their checked baggage allowance. Carriage of live animals is in accordance with Section 12 Carriage of Live Animals. In addition to the checked baggage allowance, passengers are permitted one item of carry-on baggage that must weigh less than 7 kilograms and have a maximum total linear dimension (length + width + height) of 115cm. Passengers may additionally carry a small purse or handbag. Due to space limitations, some items of carry-on baggage may be placed in the aircraft hold inaccessible to passengers for the duration of the flight.

Air Chathams reserves the right to refuse carriage of any bag, or baggage item, where a representative of Air Chathams deems it to be unacceptable or believes the bag, or baggage item, breaches any CAA dangerous goods requirements or any Conditions or Regulations of Air Chathams

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

6.2 Unacceptable Checked Baggage Items

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

- Dangerous goods (see section 6.8)
- Cash, negotiable bonds, deeds, or other valuable documents (passports etc).
- Any item of a fragile or brittle nature e.g., glassware

6.2 Unacceptable Checked Baggage Items (cont'd)

- Electrical or electronic components e.g., computers/laptops, cameras, mobile phones
- Essential personal medication (being any medication which a passenger may require during the flight or at any time following the flight before replacement medication could be obtained)
- Any item that has insufficient packaging to withstand the normal circumstances and effects of carriage by air such as but not limited to duty free alcohol.

6.3 Carry-on Alcohol and Consumption of Alcohol on Board

Regulations concerning alcohol on board a flight are authorised by the Civil Aviation Amendment Act 2004 and specifically for intoxicated persons under Section 65I.

Passengers may transport unopened alcohol in their carry-on baggage providing the size and weight complies with the national and international requirements of the route undertaken.

Liquids carried on international flights from New Zealand must meet the following requirements:

- All liquids, aerosols, gels, or pastes must be in individual containers not larger than 100ml in volume
- All containers must be in a re-sealable transparent plastic bag no larger than one litre (approximately 20cm x 20cm or 8" x 8"),
- Only one bag per passenger
- The plastic bag must be sealed and taken out of other carry-on baggage at the screening point.

Alcohol is not to be consumed on board our aircraft during regular Air Chathams scheduled passenger flights. Our flight attendants are instructed and authorised to require that any alcohol for which the passenger attempt consumption during regular scheduled passenger flights is handed over to the flight attendant until the end of the flight. Failure to comply with this request will be reported to the Pilot in Command of the flight.

The Pilot in Command of the flight will determine any course of action to be taken including restraint of unruly passengers and arranging for police to meet the aircraft on landing. An offence has been committed under the Civil Aviation Amendment Act 2004 should a person fail to comply with any command given by the Pilot in Command and may be fined up to NZ\$5000 per incident (www.legislation.govt.nz/act/public/2004/0008/latest/DLM239442.html)

6.4 Baggage Claim for Non-Connecting Flights

Unless you have been advised otherwise by Air Chathams, you must collect your checked baggage after each individual flight. It is the passenger's responsibility when making reservations for non-connecting flights to allow sufficient time between the first flight's arrival and next flight's departure for baggage collection and re-check.

Services to Pitt Island are always "non-connecting flights" both to and from Chatham Island. There is no through booking of baggage from other Air Chathams flights.

6.5 Baggage Claims

Claims for immediately identifiable baggage damage or loss must be reported to the handling agent prior to the passenger leaving the airport. All claims must be submitted to Air Chathams staff at the destination airport, using specific claim forms provided by Air Chathams. All damage not immediately identifiable must be reported to Air Chathams on discovery within 24 hours of travel. Where there is a notification of damaged or lost baggage, Air Chathams after a 24-hour period may in its discretion reimburse of the passenger for the actual and reasonable cost of essential personal such as toiletries, clothing, undergarments, and socks up to a maximum use of NZ\$250. Receipts for these purchases are to be submitted to Air Chathams for reimbursement purposes within 72-hours of incurring that expenditure.

Air Chathams is not liable for the damage of baggage where the damage is the result of normal wear and tear. The company is also not liable for damage to protruding items such as straps, handles, wheels, or other items not part of the principal baggage structure. Air Chathams is not liable for the damage of overweight items labelled with a heavy tag and baggage if baggage exceeds the maximum weight specification of the manufacturer. Where the baggage specifications prescribed by the manufacturer are not available the weight limit applied will be 25kg.

If Air Chathams check baggage on a flight of another carrier, Air Chathams do so only as agent for such other carrier whose conditions of carriage shall apply. Nevertheless, with respect to checked baggage the passenger shall have a right of claim against the first or last carrier.

IN CASE OF ALLEGED LOSS OR DAMAGE, PROOF OF ACTUAL LOSS OR DAMAGE WILL BE REQUIRED.

6.6 Disposal of Unclaimed Baggage

If you do not collect your checked baggage and have not claimed it within 30 days after your flight, Air Chathams may dispose it without notifying you and without liability on our part.

Air Chathams is not liable for any loss you may suffer if you leave any belongings on an aircraft when you disembark (unless the loss was caused by our fault) or in the airport terminal. If such belongings are found by Air Chathams they will be dealt with in the same way as checked unclaimed baggage.

6.7 Collection of Wrong Baggage

If you pick up the wrong bag from the baggage carousel, it is your responsibility immediately to return the bag at your own cost to the Air Chathams check-in counter or Air Chathams Terminal Manager at the airport where you collected the baggage.

6.8 Dangerous Goods

Dangerous goods may not be carried as baggage except as permitted by these terms and conditions and in accordance with IATA Dangerous Goods Regulations for dangerous goods carried by a passenger. A list of common dangerous goods, including items permitted to be carried by a passenger, is displayed at check-in counters and further information is available on request. Passengers are requested to clarify any doubtful items prior to check-in. Common examples are knives, scissors, compressed gases, camping equipment, flammable liquids or solids, matches, poisons and infectious substances. Firearms & ammunition may only be carried with approval as checked-in baggage for a passenger holding a valid firearms licence. Further information on dangerous goods is available at check-in. Dangerous goods may be carried, at the discretion of Air Chathams, as freight, if all packing, documentation, and regulatory requirements have been complied with.

Small transport vehicles powered by Lithium batteries (e.g., Hover boards, Air wheel, Solo wheel, Mini-Segway, or balance wheel- but not limited to these product names) are prohibited from carriage whether as checked baggage, carry-on baggage and/or cargo, and on all flights.

Spare or loose batteries are prohibited in checked baggage, however when packed correctly can be taken as carry-on baggage only.

Power banks designed to provide power to another device are prohibited in checked baggage, when packed properly can be taken as carry-on baggage only.

6.8 Dangerous Goods (cont'd)

Personal vaporizers, such as e-cigarettes, e-cigars and e-pipes are prohibited in checked-baggage. They may be taken as carry-on baggage, provided they are not used or charged on board the aircraft.

Air Chathams reserves the right to remove or dispose of any dangerous goods surrendered at check-in or found to be carried undeclared within passenger baggage, without compensation

7. Fares

Fares apply only for carriage from the airport at point of departure to the airport at point of destination. All fares must be paid or secured to Air Chathams' satisfaction prior to departure. The passenger must also pay any other charges that may be applicable or required including any airport departure tax, other taxes or charges, excess baggage surcharge, or otherwise.

Terms and conditions of different fare classes may be set out in Section 9, Fare Classes and Conditions determined by Air Chathams from time to time. Except as set out in Section 9, fares are non-refundable. Applicable fares at any time shall be as published or advised by Air Chathams. All fares are quoted in New Zealand Dollars and include Goods and Services Tax (GST), unless otherwise specified. Fares are subject to price increases when not paid in full.

8. Booking Rules

Standard Air Chathams fare types are Thrifty, Saver and Full Economy. From time-to-time special fares may also be available for a limited period on selected flights. Passengers aged 7 days to under 24 months are categorised as infants and may travel free of charge with Air Chathams domestic flights only when accompanied by an adult passenger paying an applicable adult fare. Infants travelling free of charge must not occupy a seat. If a seat is required, a fare will apply for travel.

Passengers aged 24 months and over and less than 12 years of age are categorised as children and a children's fare is available where applicable.

Services to Pitt Island are operated under the Special Terms and Conditions for Pitt Island (Clause 26 of these Conditions) and Clause 9 of these Conditions does not apply.

9. Fare Classes and Conditions

9.1 Thrifty Fare

- Available fare classes are Q, N, R and L.
- Fare class/levels available under these Conditions may vary from flight to flight.
- Liability for payment occurs at the time of booking.
- Fares are non-refundable, non-changeable and non-transferable once booking is completed and ticketed.
- Changes are permitted without any change fee within 24 hours of booking for any error on date of travel or passenger name only. Fare difference will be applicable if the original paid fare level is not available on the new flight booked.
- Fares on Chatham Island scheduled flights only are changeable to another flight, or fare class up to 7 days before the scheduled departure time, with \$100 change fee and any fare difference payable.
- Bookings can be made up to the time the flight is closed for sale provided seats at Thrifty fare level are available on the flight.
- If flights are cancelled due to government intervention restricting freedom of travel, all fares paid will be held in a credit EMD (Electronic Miscellaneous Document) for 12 months from the date of travel. This credit is non-refundable but can be transferred to another person for travel on any Air Chathams scheduled service.

9.2 Saver Fare

- Available fare classes are G, V, K and B.
- Fare class/levels available under these Conditions may vary from flight to flight and will be available on all flights.
- Liability for payment occurs at the time of booking.
- Fares are non-refundable once booking is completed and ticketed.
- Changes are permitted without charge within 24 hours of booking for any error on date of travel or passenger name only. Fare difference will be applicable if the original paid fare level is not available on the new flight booked.
- Fares on mainland New Zealand scheduled flights are transferrable to another person, flight, or fare class up to 24 hours before the scheduled departure time, subject to a change fee of \$50 per sector per person.
- Fares on Chatham Islands scheduled flights are transferrable to another person, flight, or fare class up to 24 hours before the scheduled departure time, without incurring any change fee.

9.2 Saver Fare (cont'd)

- If the same fare price as originally booked is unavailable, the cost of upgrading to the next and best available fare is payable on rebooking.
- Bookings can be made up to the time the flight is available for sale provided seats at Saver fare level are available on the flight.
- If flights are cancelled due to government intervention restricting freedom of travel, all fares paid will be held in a credit EMD (Electronic Miscellaneous Document) for 12 months from the date of travel. This credit is non-refundable but can be transferred to another person for travel on any Air Chathams scheduled service.

9.3 Full Economy

- Available fare classes are H and Y.
- Fare class/levels available under these Conditions may vary from flight to flight and will be available on all flights.
- Fares are fully refundable and transferable.
- No-show(s) for flight will not be refunded.
- Liability for payment occurs at the time of booking.
- Changes are permitted provided Air Chathams is notified more than 24 hours before the scheduled departure time for flights to/from the Chatham Islands or Norfolk Island, or 1 hour before the scheduled departure time for all other mainland flights.
- If the same fare price as originally booked is unavailable, the cost of upgrading to the next and best available fare is payable on rebooking
- Bookings can be made up to the time the flight is available for sale provided seats at Full Economy fare level are available on the flight.
- If flights are cancelled due to government intervention restricting freedom of travel, all fares paid will be refunded or can be held a credit EMD (Electronic Miscellaneous Document) for 12 months from the date of travel. This credit can be transferred to another person for travel on any Air Chathams scheduled service.

9.4 Multi-Pass or E-Coupons (Prepaid Travel Voucher)

- Valid for specified number of flight sectors, i.e., a ten (10) trip pass = ten (10) single sectors and useable by any traveller at the discretion of the voucher holder
- Valid for 12 months from date of purchase.
- Prepaid Travel Vouchers are non-refundable
- Any changes must be made at least 1 hour prior to flight departure time unless travelling from the Chathams/Norfolk Island in which case change notification must be made or completed at least 24 hours prior to departure to avoid losing the fare.

9.4 Multi-Pass or E-Coupons (Prepaid Travel Voucher) (cont'd)

- No charge or loss of prepaid voucher value for flight changes and name changes made up to 1 hour before departure when a booking already exists.
- No-show(s) for a flight will not be refunded
- Prepaid travel vouchers may not be on-sold to another person or organisation.
- If flights are cancelled due to government intervention restricting freedom of travel, the e-coupon is returned to the originating multi-pass voucher for future travel.

9.5 Special Fares

- From time-to-time Air Chathams may offer non-standard fares. These special fares will have the following general booking rules together with others that may be advised at the time.
- Fare levels under these Conditions may vary from flight to flight, during the booking time for a flight and may not be available on all flights.
- Liability for payment occurs at the time of booking.
- Bookings may be date or flight restricted (i.e., booking must be made within a certain time period or may only apply to some flights).
- Fares are non-refundable, not transferable to another person or flight and not upgradeable to another fare type.
- If flights are cancelled due to government intervention restricting freedom of travel, fares may be refunded or held a credit EMD (Electronic Miscellaneous Document) for 12 months from the date of travel. This credit is transferable to another person for travel.

10. Credit Card Fees

A non-refundable fee as a percentage of the applicable fare is added when payment is made via credit card. The credit card surcharge rate applied varies depending on the type of card being used at the time of transaction.

11. Special Assistance

Except where otherwise required by applicable law, acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, persons with illness, or other people requiring special assistance, is subject to prior arrangement with us. Passengers with disabilities who have advised us of their disability and any special requirements they may have at the time of booking, and been accepted by us, shall not subsequently be refused carriage because of such disability or special requirements.

11. Special Assistance (cont'd)

11.1 Passengers Travelling with Specific Needs/Requirements

Travel for infants, unaccompanied children, incapacitated persons, pregnant women beyond 37 weeks' gestation or carrying a multiple pregnancy, persons with illness or other persons requiring special assistance, is subject to arrangement with Air Chathams at the time of booking. Carriage for passengers with mobility problems or in wheelchairs must be discussed and arranged in advance with an Air Chathams representative. Wherever reasonably possible, appropriate arrangements will be made for such passengers to be assisted on and off the aircraft. Passengers requiring special care and assistance during a flight should ensure they travel with a companion who is able to provide this support

Air Chathams staff and representatives are unable to cater for individual specific needs for care and assistance.

11.2 Carriage of Service/Guide Dogs

Air Chathams fares cover the carriage of a service or guide dog. If you require one to travel, please notify the Air Chathams reservations team of your requirements when you make your reservations.

11.3 Carriage of Unaccompanied Minors

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

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

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

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

11.3 Carriage of Unaccompanied Minors (cont'd)

The Parent or Guardian must complete the Air Chathams unaccompanied minor form and present this to the Air Chathams staff or agent at check-in. The unaccompanied minor will not be accepted for travel unless all the applicable areas in the form are completed and confirmed by an Air Chathams staff member or agent. At the destination, the unaccompanied minor must be met on arrival and taken into the custody of the person designated on the unaccompanied minor form.

11.4 Carriage of Pregnant Persons

Pregnant persons will be accepted for travel up to the end of their 37th week of pregnancy provided it is a single pregnancy and is deemed uncomplicated by an appropriately qualified medical professional. The decision and responsibility rests with the traveller as to whether they are placing their unborn child at risk.

Pregnant persons are recommended to discuss travel plans with their doctor or midwife prior to making any travel reservations.

Pregnant persons will be accepted for travel up to the end of their 31st week of pregnancy if it is a multiple pregnancy (e.g., twins) and is deemed uncomplicated by an appropriately qualified medical professional. If the person is requiring travel beyond this time period or if the pregnancy is complicated a medical clearance to travel, issued by an appropriately qualified medical professional, is required.

12. Carriage of Live Animals

- Live animals are permitted for carriage on all domestic Air Chathams flights
- All animals such as dogs, cats and other pets are to be properly and securely caged and have appropriate absorbent material in the cage. The size and construction of the cage must comply with IATA specifications for live animal regulations. (<https://www.iata.org/en/programs/cargo/live-animals/>)
- Carriage of live animals is part of checked baggage allowance when accompanying a passenger.
- Carriage of live animals without a passenger is charged the applicable freight rate per kilogram and a handling fee is charged per live animal.
- Additional requirements apply for carriage of live animals on international flights.

13. Insurance

Air Chathams liability is limited to what is outlined within these terms and conditions of carriage and we recommend that passengers purchase personal and baggage insurance, which may cover changes in travel plans, flight cancellations, unforeseen medical and hospital expenses, damage to baggage, delay, or loss, missed flight connections, personal injury and death and any other additional expenses.

14. Routes and Schedules

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

- Any fault or neglect caused by a passenger.
- Any technical, weather or emergency requirements affecting the aircraft.
- Force majeure or any matter outside Air Chathams control.
- Air Chathams, in its discretion, may offload or not carry any passenger or baggage should weight limitations or seating capacity require this.
- Air Chathams reserves the right without notice to substitute alternate carriers or aircraft for any carriage. Timetables published are subject to change without notice.

16. Disruptions

Flights may be diverted to another airport other than the original destination or cancelled due to unsuitable weather, technical problems, operational reasons, or any event beyond our reasonable control. Air Chathams will not be liable for any consequential loss, damage, or expense of any kind arising from such carriage or delay. Except for flights to and from Pitt Island, Air Chathams will make best efforts to ensure that the passenger's journey is completed to the original point of destination as expeditiously as Conditions permit.

17. Denied Boarding Due to Payload Restrictions

Due to payload limitations from destinations where Air Chathams operates, passengers with confirmed reservations may be denied boarding. If you are denied boarding because of payload restrictions, the denied boarding policy applies.

When Air Chathams reasonably expects to deny boarding on a flight, it shall first call for volunteers to surrender their reservations in exchange for benefits under Conditions to be agreed between the passenger concerned and Air Chathams. Air Chathams gives priority to persons with reduced mobility and any persons accompanying them.

Clause 17 does not apply to services to and from Pitt Island.

17.1 Voluntary Denied Boarding

In the event of voluntary denied boarding, the passengers concerned have the right to:

- Reimbursement of the full cost of the ticket immediately OR
- Compensation of NZD\$200.00 per passenger and rebook on the next flight at no additional cost OR
- NZD\$200.00 per passenger towards future travel (Voucher is transferable but not redeemable for cash) and rebook on the next flight at no additional cost

In the event there are no available flights for the remainder of the day then:

- Compensation of NZD\$200.00 per passenger, hotel accommodation will be provided, meals (\$50 per person), transport between the airport and place of accommodation and rebook on the next available flight at no additional cost

The denied boarding policy is not applicable when:

- Factors occur beyond the control of the airline – general weather Conditions, payload restrictions due to weather
- Misconnection due to delay on inbound flight
- Late check-in
- Alternate transportation is made available to the passenger

The next available flight means a flight or flights which in the sole discretion of Air Chathams is a flight which will transport the passenger to the intended destination and may have a different route or multiple sectors.

17.2 Involuntary Denied Boarding

Air Chathams will call for volunteers at the time of check-in. If there are no volunteers, then the last person(s) checked in will be the first person(s) to be denied boarding. All compensation options for Voluntary Denied Boarding (Section 16.1) are applicable.

18. Obligations of Air Chathams Where Carriage Cannot be Completed

Clause 18 does not apply to services to and from Pitt Island.

18.1 Flights for Mainland New Zealand – Whakatāne, Whanganui, and Kāpiti Coast

Where Air Chathams is unable to commence or continue any flight or carry any contracted passenger due to operational reasons, it will rebook the passenger on the next available Air Chathams flight on which seats are available. Where applicable, road transport may be provided to transfer passengers to their destination airport. If road transport is not possible or suitable, the passenger may be rebooked with Air Chathams or receive a full refund. If a passenger is rebooked on a flight the following day, Air Chathams will provide transport and accommodation only. Passengers are provided with a food voucher for any delays for 2 hours or more due to operational reasons. (Voucher is transferable but not redeemable for cash).

18.2 Flights from the Chatham Islands to Wellington, Auckland, Christchurch

If Air Chathams is unable to commence or continue any flight or carry any contracted passenger due to operational reasons, Air Chathams will rebook the passenger on the next available Air Chathams flight on which seats are available. Air Chathams will provide transport and accommodation on a case-by-case basis at the discretion of Air Chathams. A passenger who is refused carriage for any reason other than their own negligence, default, breach of Conditions or Regulations, or for other inappropriate conduct or action may receive a refund for such part of the carriage as may be applicable. Air Chathams has no obligation to a passenger who is late for or misses a flight and will neither refund or provide later transport (unless a new booking and fare is paid).

18.3 When does Air Chathams Give Refunds

Subject to section 15, you may be eligible for a refund or partial refund if you purchased a ticket and we:

- cancelled your flight due to something within the airlines direct control and Air Chathams were unable to subsequently book you onto another flight
- delayed your flight which gave you no option but to cancel your Air Chathams flight due to missing a connecting flight with another airline

18.3 When does Air Chathams Give Refunds (cont'd)

- could not accommodate you on a flight, even though you had held valid Ticket for travel on that scheduled service
- made significant changes to your original booked flight date and time and could not book you onto another acceptable flight

19. Entering Another Country

There is a lot to consider when you travel on an international flight. One of the most important is your travel documents and permits to travel. Please review the sections below carefully prior to travelling to Norfolk Island with Air Chathams.

19.1 Visas and Travel Documents

Before you travel, it is important to check that you will be safe at your destination. Air Chathams make no representations about the safety, security or general state of any destination, and passengers should research it before their flight.

Passengers need to arrange all travel documents and visas for the countries you travel from, into or through. Passengers must comply with all their laws, instructions, and other requirements.

Air Chathams are not liable to you for the consequences:

- if you fail to get the documentation you need
- if you fail to comply with any applicable laws, instructions, or other requirements.

19.2 When Do I Present my Visas or Travel Documents

Before you travel, or when Air Chathams ask for them, you must show us all your travel documents. That includes the documents you need to travel from, into or through the countries you plan to visit. You also agree to let us make and keep copies of your documentation. Air Chathams may refuse your travel if you do not comply with these requests.

19.3 What Happens if I am Denied Entry into a Country

If you are denied entry to a country, you will need to pay us the cost to remove you from that country. Air Chathams will not refund any of your costs to travel to the country which denied you entry.

19.3 What Happens if I am Denied Entry into a Country (cont'd)

If you did not comply with instructions or the country's laws, instructions, or requirements, or you did not have or present the necessary documents, Air Chathams may have to pay a fine or other cost. In this case you agree to pay us all those costs on demand.

Air Chathams can use the money you have paid us for travel you have not yet taken, or any of your funds in our possession, to offset these costs.

If you hold travel insurance providing cover for your inability to travel or enter a country, you undertake to promptly claim on that insurance and apply the benefit of it to compensate Air Chathams for any loss it has sustained.

19.4 What are my Responsibilities for Customs Inspections

You agree to allow security checks by:

- aviation security services
- governments
- airport officials
- any Airline, including us.

Customs or other government officials may demand to inspect your baggage, documents, or both. Air Chathams are not liable to you for any resulting loss or damage, including cases where you refused their request.

20. COVID-19 Travel Requirements

20.1 COVID-19 Travel Policy

Air Chathams has a specific COVID-19 travel policy in place for all passengers travelling on our domestic (including services to and from Pitt Island). and international routes. This policy includes but is not limited to the following

Air Chathams will Require all Passengers departing the Chatham Islands to have

- proof of a current COVID-19 Vaccination Certificate (digital or printed) or
- proof of a negative COVID-19 test taken within 7 days of departure. Proof by text message or a copy of your laboratory results is acceptable.

20.1 COVID-19 Travel Policy (cont'd)

Air Chathams will require all passengers departing from Mainland New Zealand (Auckland, Whakatāne, Kāpiti Coast, Whanganui, Wellington, or Christchurch) to have

- proof of a current COVID-19 Vaccination Certificate (digital or printed) or
- proof of a negative COVID-19 test taken within 72 hours of departure. Proof by text message or a copy of your laboratory results is acceptable.

Air Chathams will require all passengers departing from Auckland to Norfolk Island and return to complete all COVID-19 travel mandatory requirements in place by the New Zealand and Australian authorities prior to travel. Air Chathams accept no liability for inability to travel due to the passenger not obtaining and presenting the correct documentation, permits and visa prior to travel between Auckland, New Zealand, and Norfolk Island.

20.2 Impacts of the COVID-19 Pandemic

If flights are cancelled because of the COVID-19 pandemic all fares paid will be held in a credit EMD (Electronic Miscellaneous Document) for 12 months from the date of travel or refunded where applicable. The credit is transferable to another person for travel on any Air Chathams scheduled service.

Air Chathams is not liable to the passenger if the passenger does not comply with our COVID-19 travel requirements and Air Chathams therefore cannot perform carriage.

21. Limitation of Liability

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

Payment accepted by Air Chathams in respect of a ticket are subject to the fare rules applicable of the ticket purchased

Air Chathams will not be liable to the passenger, or to any other person for costs or losses resulting from diversion, cancellation, or delay or from loss or delay of baggage.

Air Chathams will not be liable for consequential or other loss of any kind arising directly or indirectly from negligence or any act or omission or any other cause in connection with provision or non-provision of carriage or any transport or service.

21. Limitation of Liability (cont'd)

Air Chathams will not be liable for inaccuracy in any information concerning transport, services or their pricing whether referred to in the ticket or any other document.

22. Consumers Guarantee Act

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

23. No Waiver of Conditions

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

24. New Zealand Laws

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

25. Privacy Policy

The privacy policy is designed to inform you about the type of information Air Chathams collect from you, how Air Chathams will use it and the rights you have in relation to it.

This Privacy Policy applies to personal information about you that Air Chathams collect, use, and otherwise process regarding your relationship with us as a client, customer, or potential customer, including when you travel with us or use other services, use our websites or mobile applications, contact our service agents, or call centre and book to use our services through parties (such as travel agents and other airlines). Please ensure that you read this Privacy Policy in its entirety before submitting personal information to us.

If you want to access our Privacy Policy, please visit our website www.airchathams.co.nz and click on the link Privacy Policy at the bottom of any page.

26. Special Terms and Conditions for Pitt Island:

26.1 Air Charter or Air Taxi Service

Services to and from Pitt Island operate as an air charter or air taxi service, are not scheduled, and fly only when an aircraft and pilot are available and operational requirements can be met. Air Chathams provides the service as a community service to Chatham Island and Pitt Island and not as a commercial or for-profit business.

26.2 Visual Flight Rules

Services to and from Pitt Island are operated under Visual Flight Rules (VFR) and will either be delayed or cancelled if VFR conditions do not exist.

26.3 Single Pilot and Single Engine

Services to and from Pitt Island are operated by a single pilot in a single engine aircraft, using a private grass landing strip at Pitt Island (which has no promulgated and certificated airfield). One plane is normally available (Cessna 206 5-passenger). There are periods (including aircraft maintenance) when it is not operable. There is no back up aircraft.

26.4 Charter costs or fees

Air Chathams will from time to time publish the cost of a charter to Pitt Island. To book a flight, the charterer must pay this fee, nominate the persons and weight of baggage to be transported, and notify Air Chathams not less than 24 hours before the desired departure time of the full name of each passenger and their email address. Where a passenger does not have an email address, the charterer's email address must be provided. Air Chathams will email booking confirmation and terms of travel to each passenger, or the charterer must undertake to communicate the terms of travel (including the Special Terms and Conditions for Pitt Island) to each passenger before the flight or flights are operated.

26.5 Fewer Persons or Less Baggage Weight than the Permitted Load

If the charterer nominates fewer persons or less baggage weight than the permitted load for the Air Chathams aircraft, Air Chathams can (but is not required to) provide travel to further persons, and their baggage. In the event that occurs, AIR CHATHAMS will rebate the charter fee paid by the charterer by a sum which Air Chathams will notify from time to time. Such rebate may be less than the sum received by Air Chathams for such additional persons and baggage.

26.6 Additional Pitt Island Carriage

All Pitt Island flights may also carry mail, freight (including bulk seafood), and live animals. No rebate will be paid when such additional items are carried.

26.7 In the Event of an Emergency

In the event of an emergency requiring transport to or from Pitt Island of any emergency services personnel, Air Chathams in its sole discretion may stand down one or more persons booked to travel on that flight.

26.8 Pre-flight and Post-flight Transport

Air Chathams undertakes no responsibility to provide any pre-flight or post-flight transport on Chatham or on Pitt. Any charterer or person intending to fly must familiarise themselves with the services available on both Islands and make their own travel and accommodation arrangements at their sole cost in all respects. They should also determine whether their travel insurance extends to cover their travel to or from Pitt Island. Many travel insurance policies exclude travel on non-scheduled air services.

26.9 Air Chathams is not liable for any cost or loss incurred

It is an express and paramount term of all contracts for services to Pitt Island that Air Chathams is not liable for any cost or loss incurred by any charterer, passenger, or person involved in that travel, including direct and indirect losses, arising from or directly or indirectly connected to the operation, non-operation, delay, or other event in the Pitt Island services.

26.10 Unable to Travel to or from Pitt Island

In the event that a person booked on a service to or from Pitt Island is unable to travel because Air Chathams is unable to operate a flight within the time period required by that person, a refund of any monies paid to Air Chathams will be paid.



✓ The Accomodation

WHITE ISLAND RENDEZVOUS - 15 THE STRAND, WHAKATANE

No Terms and Conditions



The Activity

MOUTOHORĀ : ISLAND SANCTUARY TOUR

IMPORTANT NOTE ABOUT DEPARTURE TIME

Please note that the departure time is indicative only. We aim to depart at the time shown, however, due to sea conditions, tides, and operational requirements this does vary.

It is very important that we are able to confirm the exact departure time with you. This will be done via an email before 7.30pm the night prior. If you have not heard from us by this time then you must call us on 0800 733 529 so that we can let you know if your tour is operating and time of departure. Check-in is required 30 minutes prior to departure time.

All departures are subject to weather, sea conditions and minimum numbers. No charges will be applied should we cancel a trip.

If your tour fails to land on the island due to sea or weather conditions a 100% refund will be given.

PROTECTING MOUTOHORĀ

- Moutohorā is rodent and predator free. To keep it this way it is important for us to enforce strict bio-security checks on behalf of the Department of Conservation
- Moutohorā is rodent and predator free. To keep it this way it is important for us to enforce strict bio-security checks on behalf of the Department of Conservation.
- Before arriving for your tour please check clothing, bags and shoes for soil and seeds. This is to prevent weed species becoming established on Moutohorā.
- Backpacks and bags must be able to be sealed closed with a zip or similar device. Open bags are not permitted.
- Please do not bring fresh fruit. You are welcome to bring other food.
- Following check-in for your tour you will be directed to the bio-security Caravan on the wharf. Please try to bring as little as possible to the island.

PROTECTING MOUTOHORĀ (cont'd)

- Inside the bio-security caravan you will be required to un-pack any bag you may have. Items will be inspected by a White Island Tours™ staff member to ensure that they do not inadvertently contain rodents, insects or seeds.
- You will be requested to dip the soles of your shoes into a water bath containing a strong disinfectant prior to boarding the boat.
- Moutohorā is an extremely dry environment and as such there is a high fire risk. Please do not bring matches or lighters on the tour. Smoking is not permitted on the island or on the boat.
- All items taken to the island must be removed again.