

WEEKEND RETREAT

Whanganui

*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

Air Chathams operates regular Chatham Islands Air Services (Chatham Island to Wellington, Auckland and Christchurch), Norfolk Island Air Services (Auckland/Norfolk) and Auckland/Whakatane Auckland/Whanganui & Auckland/Kapiti air services as well as non-regular services to other destinations within New Zealand.

APPLICABILITY

These terms and conditions of carriage are called conditions. These conditions apply to all carriage of passengers, luggage and freight by Air Chathams. These conditions are to be read in conjunction with and subject to the provisions of all applicable laws including the limitations of liability in the Contract and Commercial Law Act 2017 (Part 5)(New Zealand) for travel within New Zealand. If we check luggage on the flight of another carrier other than Air Chathams flights, we do so as an airline partner/agent for such other carrier whose conditions of carriage shall apply and we assume no liability for the acts or omissions of such other carrier.

RULES

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



WHANGANUI

CONTRACT OF CARRIAGE

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

TRAVEL PROCEDURES

TICKETS

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

CHECK-IN REQUIREMENTS

Passengers must be checked in at least 45 minutes prior to scheduled departure time for Chatham Island and Norfolk island flights and 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 a passenger simply presents to our check in counter with any checked luggage and states their name. With the exception of unaccompanied minors, no forms are required at the airport, but personal identification may be requested, and evidence of age may be required for those travelling on child fares as applicable. A confirmation of your booking is available on request for your records.

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

ACCEPTABLE 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

RIGHT TO REFUSE CARRIAGE

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

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

RIGHT TO REFUSE CARRIAGE (cont'd)

- 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 we have reason to believe that such act or omission may be repeated on a flight operated by us;
- we have notified you in writing that we 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 we deem offensive or believe will cause discomfort to other passengers and you have refused to remove such offensive items.

LUGGAGE

Luggage in these conditions means Luggage of the passenger carried on or in conjunction with the passenger's flight. All carriage of Luggage is subject to these conditions and to rules setting out separate terms and conditions relating to Luggage. Air Chathams may refuse to carry any passenger or Luggage where these conditions or any rules relating to Luggage are not complied with. Air Chathams may search any passenger or Luggage to ensure such compliance. All carriage of goods not being Luggage 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.

LUGGAGE ALLOWANCE & RESTRICTIONS

Each confirmed fare includes an allowance of one (1) piece of checked Luggage. Customers are entitled to 23 kilograms per piece of checked luggage due to health and safety requirements. Additional pieces of luggage may be purchased at check-in or in advance online. Excess 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.

(Personal mobility devices as such wheelchair, crutches and walking frames will be carried at no additional charge). Where passenger is travelling with live animals, this forms part of their checked Luggage allowance.

Passengers travelling with an infant have an additional 5 kilograms Luggage allowance. (Baby accessories such as a baby stroller or portable cot will be carried with no additional charge)

LUGGAGE ALLOWANCE & RESTRICTIONS (cont'd)

Each piece of checked luggage should not exceed total linear dimensions (length + width + height) of 158cm. Additional pieces can be purchased if required at the airport prior to departure or online prior to flight.

Passengers are limited to one item of carry-on Luggage that must weigh less than 7 kilograms and maximum total linear dimensions (length + width + height) of 115cm. Large items of Luggage such as bicycles and surfboards may be carried for an additional fee and may be carried on a different flight.

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

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

UNACCEPTABLE LUGGAGE ITEMS

Air Chathams advises that the following items may not be included in your checked Luggage 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 below)

- Cash, negotiable bonds, deeds, or other valuable documents (passports etc);
- Jewellery, antiques or similar valuable items;
- Any item of a fragile or brittle nature e.g. glassware
- Electrical or electronic components e.g. computers, cameras
- Essential medication
- Any item that has insufficient packaging to withstand the normal circumstances and effects of carriage by air.

CARRY-ON ALCOHOL AND CONSUMPTION OF ALCOHOL ON BOARD

Rules concerning alcohol on board a flight are covered by the Civil Aviation Amendment Act 2004 (2004 No. 8) and specifically for intoxicated persons under Section 65I.

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

CARRY-ON ALCOHOL AND CONSUMPTION OF ALCOHOL ON BOARD (CONT'D)

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 luggage at the screening point.

Air Chathams requests that alcohol is not consumed on board our aircraft during regular scheduled passenger flights. Our flight attendants are required to ask that any alcohol produced for 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 Captain of the flight.

The Captain 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 2008 should a person fail to comply with any command given by the pilot in command and may be fined up to NZ\$5000.

LUGGAGE CLAIMS

Claims for immediately identifiable Luggage 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 and at least within 24 hours of travel. Any notification of damaged or lost luggage after a 24hour period, Air Chathams will only reimburse for essential items such as toiletries, undergarments and socks. Receipts for these purchases are to be submitted to Air Chathams for reimbursement purposes within 72hours of the items being misplaced.

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

LUGGAGE CLAIMS (cont'd)

If we check baggage on a flight of another carrier, we 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.

DANGEROUS GOODS

Dangerous goods may not be carried as Luggage. A list of common dangerous goods is displayed at check-in counters and further information is available on request. Passengers are requested to clarify any doubtful items prior to check in. Common examples are; knives, scissors, compressed gases, camping equipment, flammable liquids and solids, matches; firearms (may only be carried with approval as checked in Luggage); poisons and infectious substances. 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 forbidden for carriage as checked luggage, carry-on luggage and/or cargo on all flights.
- Spare or loose lithium batteries are prohibited in checked-luggage, however when packed correctly can be taken as carry-on luggage only.
- Power banks designed to provide power to another device are prohibited in checked-luggage, when packed properly can be taken as carry-on luggage only.
- Personal vaporizers, such as e-cigarettes, e-cigars and e-pipes are prohibited in checked-luggage, however provided are not used or charged on board the aircraft can be taken as carry-on luggage only.

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

BOOKING RULES

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

FARE CLASSES AND CONDITIONS

Thrifty

- Fare levels available 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.
- Once the booking is completed these fares are non-changeable, non-refundable and non-transferable to another person, flight or fare class.
- Bookings can be made up to time of sales close-off, provided seats at a Thrifty fare level are available on the flight.
- Bookings made for flights between CHT and AKL/WLG/CHC, fare class can be modified with a NZD\$50.00 fee plus the cost of upgrading to the next and best available fare (if applicable).

Saver

- 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 any change fee 24 hours from booking for any error on date of travel or passenger name only. Fare difference will be applicable if a higher fare is 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.
- 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 of sales or flight close-off, provided seats at a Saver fare level are available on the flight.
- If flights are cancelled due to the current COVID19 pandemic travel restrictions, all fares paid will be held in credit (EMD) for 12 months from the date of travel. This credit is non-refundable and is transferable to another person for travel.

Full Economy

- Fare levels available 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.
- 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.
- Bookings can be made up to time of sales close-off, provided seats at Economy fare level are available on the flight.

Multi-Pass or E-coupons (Prepaid Travel Voucher)

- Valid for specified number of flight sectors; i.e. ten (10) trip-pass = ten (10) single sectors and useable by ten (10) separate travellers at the discretion of the voucher holder
- Valid for 12 months from date of purchase.
- 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.
- 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.

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.

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.

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.

PASSENGERS TRAVELLING WITH SPECIFIC NEEDS/REQUIREMENTS

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

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

CARRIAGE of UNACCOMPANIED MINORS

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

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

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

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

The Parent or Guardian must complete the Air Chathams unaccompanied minor form and present this to the Air Chathams staff or agent at check-in. The unaccompanied minor will not be accepted for travel unless all the applicable areas in the form are completed and confirmed by an Air Chathams staff member or agent.

CARRIAGE of PREGNANT PERSONS

Pregnant persons will be accepted for travel up to the end of their 37th week of pregnancy provided it is a single pregnancy and is considered uncomplicated. 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 uncomplicated. If the person is requiring travel beyond these time period or if the pregnancy is complicated a medical clearance to travel, issued by a Doctor, is required.

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 luggage insurance, which may cover changes in travel plans, flight cancellations, unforeseen medical and hospital expenses, damage to luggage, delay or loss, missed flight connections, personal injury and death and any other additional expenses.

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 luggage in accordance with the contract of carriage. However, timely or other performance is not guaranteed and the schedules and the times of any carriage are subject to change at any time without notice. In particular, Air Chathams cannot guarantee the timely performance of any carriage where there is:

- 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 Luggage 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.

AIR CHATHAMS CONTROL OF FLIGHTS

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

DISRUPTIONS

Flights may be diverted to another airport (due to unsuitable weather, technical problems, operational reasons or any event beyond our reasonable control) 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. Air Chathams will make best efforts to ensure that passenger's journey is completed to the original point of destination as expeditiously as conditions permit.

DENIED BOARDING DUE TO PAYLOAD RESTRICTIONS

Due to payload limitations from destinations where Air Chathams operates from, 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.

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 ADCOL (refers to additional collection on fare upgrade or reissue fees) 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 ADCOL

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

- NZD\$200.00 per passenger, Hotel Accommodation, Meals (\$50 per person), Transport between the airport and place of accommodation and rebook on the next available flight at no ADCOL

Denied Boarding is not Applicable when:

- Factors 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

INVOLUNTARY DENIED BOARDING

Air Chathams will call for volunteers at the time of check in. If there are no volunteers then generally, those that are checked in last are the most at risk to be denied boarding. All compensation options for VOLUNTARY DENIED BOARDING is applicable.

OBLIGATIONS OF AIR CHATHAMS WHERE CARRIAGE CANNOT BE COMPLETED FLIGHTS FOR MAINLAND NEW ZEALAND - WHAKATANE, WHANGANUI AND KAPITI 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, a bus shuttle may be provided to transfer passengers to their destination. If bus shuttle 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).

Bus shuttle is provided for the following scenario:

- cancelled flights to and from Auckland to Whakatane.
- when flights are diverted to other airports due to adverse weather conditions at destination airport or operational reasons.

FLIGHTS FROM CHATHAM ISLANDS - WELLINGTON, AUCKLAND, CHRISTCHURCH

If Air Chathams is unable to commence or continue any flight or carry any contracted passenger due to operational reasons, we 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 or inappropriate conduct or action may receive a refund for such part of the carriage as may be applicable. Air Chathams has no obligation to a passenger who is late for or misses a flight.

LIMITATION OF LIABILITY

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

- 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 luggage.
- 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.
- 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.

CONSUMER GUARANTEES ACT

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

NO WAIVER OF CONDITIONS

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

CARRIAGE OF LIVE ANIMALS

Live animals are permitted for carriage on Air Chatham 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.

Carriage of live animals is part of checked luggage allowance when accompanying a passenger. Carriage of live animals without a passenger is charged the applicable rate per kilogram and a handling fee is charged per live animal.

NEW ZEALAND LAWS

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

PRIVACY POLICY

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

This Privacy Policy applies to personal information about you that we 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, you can view the full Privacy Policy at www.airchathams.co.nz/privacy-policy

The Accommodation

KINGS COURT MOTEL - 60 PLYMOUTH STREET, WHANGANUI

Once you have made a confirmed reservation with us, rooms are held for your exclusive occupation and are guaranteed. Due to the nature of our business we apply the following policies, as cancellations, damage to rooms and slow or non-payment of accounts affect us significantly.

RESERVATION CONFIRMATIONS

To confirm a reservation we require a current credit card number, plus expiry date as a guarantee. No charges will be made against the card unless cancellation/non arrival fees

etc arise. If a credit card is not available as a guarantee, then one days accommodation (the deposit) must be paid in cash or by electronic transfer of funds into our bank account:

Please contact us for details.

CHANGES TO RESERVATION TERM

Any extension to a booking is subject to availability of units. Earlier departure than the reserved date may not result in refund unless the management approve and are able to relet the accommodation.

GROUP/TEAM BOOKINGS

A bond is required for all group/team bookings. The bond is one days accommodation, this is in addition to the deposit which is also one days accommodation. The bond is refundable if the units are in the same condition on your departure as they were when you arrived.

TARIFFS

All rates include Goods and Services Tax (GST). Seasonal/Peak and minimum stay/rates may apply. Extra persons are charged at \$15.00 per person per night if we are advised (\$25.00 per person per night if we are not). A pot-a-cot can be provided and will be charged at \$10 per stay. We reserve the right to alter our rates at any time to meet financial circumstances beyond our control. We reserve the right to charge additional fees for payment via credit card.

CHECK IN/CHECK OUT

Check-in is available from 2.00pm and check-out is by 10.00am on departure date. We will accommodate both early check-in and late check-out requests whenever possible.

DAMAGES/LOSS

Any damage/loss caused to the motel or to the motel chattels that is occupied by you, could result in costs of repair (and any insurance excess) being charged directly, either fully or partly, to you the registered guest.

COOKING

In consideration for all future guests we respectfully request that you do not cook shellfish,curries or other strong-smelling foods in the units. On/after your departure we reserve the right to charge you for extra cleaning and any loss of income due to the unit being unoccupied.

SMOKING/VAPING

Smoking and vaping is prohibited in all units. We reserve the right and may charge such costs for cleaning of the room and any resulting loss of income.

STOLEN ITEMS

We reserve the right to debit your account for any items missing from your unit following checkout.

ACCOUNTS

All accounts are payable on arrival unless previously arranged. We reserve the right to charge overdue/recovery fees on all accounts not paid by the due date. Pre-arranged accounts are payable by the 20th of the following month. If payment of an account is not received by due date we reserve the right to add the following charges:

- Interest of 2% per month on outstanding balances plus
- An administration fee of \$50.00 plus
- Any debt collection and/or legal fees incurred to recover the debt.

VISITORS

Your visitors are welcome, however we ask that they please depart quietly by 10.00pm. We reserve the right to charge as 'extra persons' any of your visitors on site after 10.00pm.

Parties and large groups are not permitted.Management reserves the right to evict any person who is disturbing other guests staying at Kings Court Motel.



The Activity

PADDLE STEAMER WAIMARIE

Customers will be alerted to cancellations as soon as possible and will receive a full refund or credit in case of operator cancellation due to weather, river conditions, rāhui, COVID restrictions or other unforeseen circumstances.

DURIE HILL ELEVATOR

Customers will be alerted to cancellations as soon as possible and will receive a full refund or credit in case of operator cancellation due to maintenance, COVID restrictions or other unforeseen circumstances.

WHANGANUI WALKING TOUR

No Terms and Conditions