

Chathams Pacific Terms & Conditions of Carriage

In these terms and conditions Air Chathams Ltd (trading as Chathams Pacific, The Friendly Islands Airline) are called Chathams Pacific.

These Terms and Conditions of Carriage are called Conditions.

These Conditions apply to all carriage of passengers and baggage by Chathams Pacific. These Conditions are to be read in conjunction with and subject to the provisions of all applicable laws (both within The Kingdom of Tonga and New Zealand) including the limitations of liability in the Carriage by Air Act 1967 and the Carriage of Goods Act 1979.

RULES

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

CONTRACT OF CARRIAGE

All carriage of passengers and baggage shall be performed pursuant to a contract of carriage between Chathams Pacific and the passenger. This contract of carriage shall be in such form as Chathams Pacific 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 Chathams Pacific 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 Chathams Pacific 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

Passengers must be checked in at at least 45 minutes prior to scheduled departure time to comply with Air Security regulations and to ensure timely service.

Travel with Chathams Pacific is ticketless. Every booking is automatically allocated a unique reference number usable for booking confirmation. At check-in simply present to our check in counter with your baggage and state your 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. A confirmation of your booking is available on request for your records. Chathams Pacific may cancel your booking if you fail to arrive at the Chathams Pacific check-in location later than 45 minutes prior to scheduled flight departure and you may forfeit all payments.

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

Baggage Allowance and Restrictions

Each fare paying passenger has a 20kg normal dimension baggage allowance. Each piece of baggage should not exceed total dimensions (length + width + height) of 158cm. Passengers travelling together may combine their baggage entitlement provided no individual item's weight exceeds 32kg. Infants travelling with a fare paying passenger are entitled to a 5kg normal dimension baggage allowance. Baggage in excess of the free allowance may be carried if space and load capacity permit. Excess baggage will be subject to a surcharge. Baggage is, where possible, carried on the same flight as the passenger. However, where this is impractical it may be carried on the next available flight. Passengers are limited to one item of carry on baggage that must weigh less than 5kg and maximum total dimensions (length + width + height) of 115cm. Large items of baggage such as bicycles and surfboards may be carried for an additional fee and may be carried on a different flight. Commercial goods and samples and tools of trade are not generally considered passenger baggage and may be transported as freight on other flights or by other means to the destination at the passengers cost.

Chathams Pacific may refuse carriage to any baggage that in its view is unsuitable for carriage for any reason.

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

Unacceptable Baggage Allowance Items

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

1. Dangerous goods (see below)
2. Cash, negotiable bonds, deeds, or other valuable documents;
3. Jewellery, antiques or similar valuable items;
4. Any item of a fragile or brittle nature eg. Glassware;
5. Electrical or electronic components eg computers;
6. Any item that has insufficient packaging to withstand the normal circumstances and effects of carriage by air

Dangerous Goods

Dangerous goods may not be carried. A list of common dangerous goods is displayed at check-in counters and further information is available on request. Passengers are requested to clarify any doubtful items prior to check in. Common examples are: knives, scissors, compressed gases (some common camping equipment); flammable liquids and solids (strike anywhere matches, lighter and heater fluids, flammable aerosols); firearms (may only be carried with approval as checked luggage); and poisons (not including medical prescriptions). Further information on dangerous goods is available at the airport.

Dangerous goods may be carried, at the discretion of Chathams Pacific, as freight, if all packing and documentation regulatory requirements have been complied with.

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 damage not immediately identifiable must be reported to Chathams Pacific on discovery and at least within 24 hours of travel.

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 Chathams Pacific's satisfaction prior to departure. The passenger must also pay any other charges that may be applicable or required including any airport departure tax, other taxes or charges, baggage surcharge, or otherwise. Terms and conditions of different fare classes may be set out in Rules determined by Chathams Pacific from time to time. Unless otherwise set out in such Rules, fares shall be non-refundable. Applicable fares at any time shall be as published or advised by Chathams Pacific. **All fares are quoted in Tongan Dollars and include Consumption Tax.**

BOOKING RULES

Service Fees

Chathams Pacific reserves the right to charge service fees. When service fees apply, they will be communicated to the customer and once a Reservation is confirmed and/or paid for, shall be non-refundable.

Fare Conditions

Flexi Fares – Y Class

- Bookings can be made up to the time of sales close off providing seats are available
- Liability for payment occurs at the time of booking
- Once the reservation is completed, the person who made the booking may without charge change the following providing they contact Chathams Pacific not less than 24 hours before the booked travel:
 1. Change the names of the passengers
 2. Change the dates and times of the booked journey
 3. Change the sectors booked (additional charges will apply if the new sector's fare are greater than the original sector booked)
- Fares may be refunded or credited and be contributed towards payment of future flights if the flight booked is cancelled not less than 48 hours before the scheduled departure of that flight.
- Payment will be forfeited if passengers 'no shows' without giving prior advice as specified above.

Standard Fares – B Class

1. Bookings can be made up to time of sales close off, provided seats are available.
2. Liability for payment occurs at booking.
3. Once the booking is completed fares are non refundable.
4. Changes at a cost of \$30 per person per one way journey may be made up to 48 hours prior to scheduled departure time to:
 - a. Name of passenger(s)
 - b. Dates and times of the booked journey.
 - c. Direction of travel may be reversed
 - d. Cancel the trip and Chathams Pacific will hold the remaining credit (less the \$30 change fee) for access by the originally named customer as a credit, for up to 6 months from the original date of booking, against future travel.
5. If the same fare price as originally booked is unavailable, the cost of upgrading to the best available fare is payable on rebooking.
6. All changes must be made no less than 48 hours prior to the scheduled departure time
7. Fares will be forfeited if the passenger does not check-in for a booked flight.

Group Fares - Q Class (Available at Call Centre Only)

1. Group fares at the Q fare level may be made available to groups of 7 or more persons travelling together even if only more expensive are available at the time of booking.
2. Q Fares may be sold to individuals only when available under the same terms and conditions as apply to B class fares.

Group booking Rules

1. Group booking rules only apply to groups of 7 or more passengers travelling together.
2. Bookings can be made up to time of sales close off, provided seats are available.
3. Passenger names must be supplied 14 days prior to booked travel
4. Once the booking is completed the person arranging travel can do any of the following without charge provided they contact Chathams Pacific more than 7 days before the scheduled departure time of a booked flight.
 - a. Change name(s) of passenger(s)
 - b. Change dates & times of a booked journey
 - c. Change origin & destination ports (additional costs will be charged if applicable)
5. If bookings are cancelled more than 30 days before the scheduled departure time of a booked flight the fares will be refundable, or re-useable for re-booking the same sector.
6. Fares will be forfeited if the passenger does not check-in for a booked flight.

Non-Changeable Fares - G Class (Available at Call Centre Only)

1. Bookings can be made up to time of sales close off, provided seats are available.
2. Liability for payment occurs at booking.
3. Once the booking is completed:
 - a. Changes are not permitted.
 - b. Fares are non refundable, not transferable to another person and not upgradeable to another fare type.
 - c. Travel only applies to the flights and dates booked.
4. Fares are non refundable & non-changeable.
5. Fares will be forfeited if the passenger does not check-in for a booked flight.

Conditions of Payment

1. A booking is not a confirmed reservation unless payment is received in full
2. Payment should normally occur at the time the booking is made.
3. If the booking is made within 24 hours of travel, payment must be made prior to travel
4. If the booking is made within 3 days of travel, payment must be made within 24 hours of making the booking.
5. If the booking is made greater than 3 days prior to travel, payment must be made within 72 hours of making the booking.
6. If the booking is made greater than 30 days prior to travel, payment must be made within 21 days of making the booking.
7. Bookings made and not paid for as per the above conditions will be cancelled.

Special Fares – Conditions

From time to time Chathams Pacific 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.

1. Fare levels available under special fare conditions may vary from flight to flight, over the booking time for a flight and may not be available on all flights.
2. Liability for payment occurs at booking.
3. Bookings may be date restricted (i.e. booking must be made within a certain time period or may only apply to some flights operating during a certain time period).
4. Once the booking is completed:
 - a. Changes are not permitted.
 - b. Fares are non refundable, not transferable to another person and not upgradeable to another fare type.
 - c. Travel only applies to the flights and dates booked.
5. No unaccompanied minors can be booked and no children's discounts apply to special fares.

6. Special fares may include companion fares. Only an adult standard fare can be matched with a companion fare.

Passenger Name Change Conditions

The person or representative of the organisation who actually incurred liability for payment for a booking is the only person authorised to change a passenger name in a booking. Travel agents are not permitted to resell a booking to another party not directly associated with the party who incurred liability for the initial booking.

ROUTES AND SCHEDULES

Carriage will be performed on such routes and in accordance with such schedules as Chathams Pacific may from time to time determine or publish. Chathams Pacific may vary such schedules or cancel any flights at any time.

Chathams Pacific will use its best efforts to carry the passenger and baggage in accordance with the contract of carriage. However, timely or other performance is not guaranteed and the schedules and the times of any carriage are subject to change at any time without notice. In particular, Chathams Pacific cannot guarantee the timely performance of any carriage where there is:

1. Any fault or neglect of a passenger.
2. Any operational maintenance weather or emergency requirements affecting the aircraft.
3. Force majeure or any matter outside Chathams Pacific's control.

Chathams Pacific may offload or not carry any passenger or baggage in its discretion should weight limitations or seating capacity require this.

Chathams Pacific reserves the right without notice to substitute alternate carriers or aircraft for any carriage. Timetables shown are subject to change without notification.

CHATHAMS PACIFIC CONTROL OF FLIGHTS

Chathams Pacific has full authority and control in respect of the operational and safety aspects of all flights and may change the flight details, refuse carriage to any passenger, or make any other decision in relation to a flight as it may consider appropriate. This authority and control may be exercised by a duly authorised officer of Chathams Pacific and or the captain of the aircraft.

OBLIGATIONS OF CHATHAMS PACIFIC WHERE CARRIAGE CANNOT BE PERFORMED OR COMPLETED

Where Chathams Pacific is unable to commence or continue any flight or carry any contracted passenger it will endeavour to provide alternative carriage. If alternative carriage is not possible the passenger may re-book with Chathams Pacific or receive a refund. A passenger who is refused carriage may receive a refund for such part of the carriage as may be applicable. Chathams Pacific has no obligation to a passenger who is late for, or misses a flight. Passengers on a charter positioning flight which does not proceed will receive a refund.

LIMITATION OF LIABILITY

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

NO WAIVER OF CONDITIONS

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

OTHER SERVICES

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

PASSENGERS WITH SPECIAL NEEDS

Travel for infants, unaccompanied children, incapacitated persons, pregnant women, persons with illness, or other people requiring special assistance, is subject to arrangement with Chathams Pacific at time of booking.

Passengers with mobility problems or in wheelchairs can be accepted for carriage only after discussion with an Chathams Pacific Sales Consultant. Wherever possible, appropriate arrangements will be made for the passengers to be assisted on and off the aircraft. Passengers requiring special care and assistance during a journey should travel with a companion who can provide this. Chathams Pacific staff are unable to meet individual special needs.

Passengers aged 7 days to 23 months inclusive are categorised as infants and may travel free of charge with Chathams Pacific when accompanied by an adult passenger. Infants travelling free of charge must not occupy a seat. If a seat is required, a child fare will apply to the travel. All infants must be more than 7 days old to travel with Chathams Pacific.

TONGAN LAWS

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

If you require clarification on any of the above points please feel free to contact Chathams Pacific.

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