



Terms and Conditions of Travel

These terms and conditions of travel regulate the relationships between Territory Air Services and the booking party including but not limited to individual passengers, their baggage and any freight.

Territory Air Services at its sole and absolute discretion, without giving any reason, may refuse to carry any person and /or baggage and/or goods belonging to the person.

Often flights are delayed for various reasons such as weather and operational requirements. Individuals and parties who make bookings acknowledge and accept that:

- The possibility of a delay is an essential part of air travel;
- A person or persons may miss a connecting flight or other form of transport and/or may suffer some personal, financial or other loss as a result of a delay. In such
- circumstances Territory Air Services is not liable for losses arising from these delays; and
- The Company at its sole and absolute discretion may cancel, reschedule, amend or delay any flight, or part of a flight, even if confirmation of any booking has been given to the booking party or individuals.
- In the event that weather conditions require the aircraft and passengers onboard to overnight in a location other than the intended final destination, any financial costs incurred for accommodation and meals for passengers is at the expense of the client. Territory Air Services are not liable for such costs except for the expense for the pilot.

Territory Air Services reserves the right to:

1. Substitute any aircraft before or after departure of the flight due to maintenance and suitability; and
2. The Pilot in Command retains authority to determine safe landings at any location. In such circumstances, Territory Air Services reserves the right to land the aircraft at the next practical airport.
3. A passenger must not enter or remain in any aircraft should Territory Air Services decide the person is disturbing, causing annoyance or offence to, or threatening the safety of any other passenger or crew, or is otherwise in breach of any of the terms and conditions.
4. Territory Air Services may arrange with any other authorised person, firm or corporation to undertake the charter and their baggage and/or other goods to or from any airport.
5. Individuals are responsible for obtaining all permissions (including permits from Land Councils) for complying with all laws, regulations, orders and travel requirements of the communities serviced as part of any requested charter. Territory Air Services will not be liable for any failure by individuals or organisations to obtain such documents or to comply with such laws, regulations, orders or requirements.

In these terms and conditions;

Loss means loss, damage, cost or expense, including consequential or indirect loss, loss of profit or loss of opportunity.



Abusive and Threatening Passengers

The staff at Territory Air Services will not tolerate verbal or threatening behaviour from passengers. Management reserves the right to ban individuals from Territory Air Services at its sole discretion.

Baggage

Please note baggage is limited on single engine and twin-engine charters and is dependent on passenger weights for your flight. Please only pack essential items to ensure your baggage can travel with you. Fabric/canvas bags are preferred to hard shell cases. Where payload limits are exceeded Territory Air Services will provide options for you to complete your charter which may include, additional freight fees, additional charters or other freight services. We at Territory Air Services make every effort to ensure your baggage is delivered with you and in the condition it is received in. If upon arrival you notice a bag is unaccounted for, please notify Territory Air Services staff immediately.

Check In

We request passengers be Territory Air Services at least 30 minutes prior to departure. Any delays caused by late check in may result in your flight being rescheduled or cancelled with full price payable.

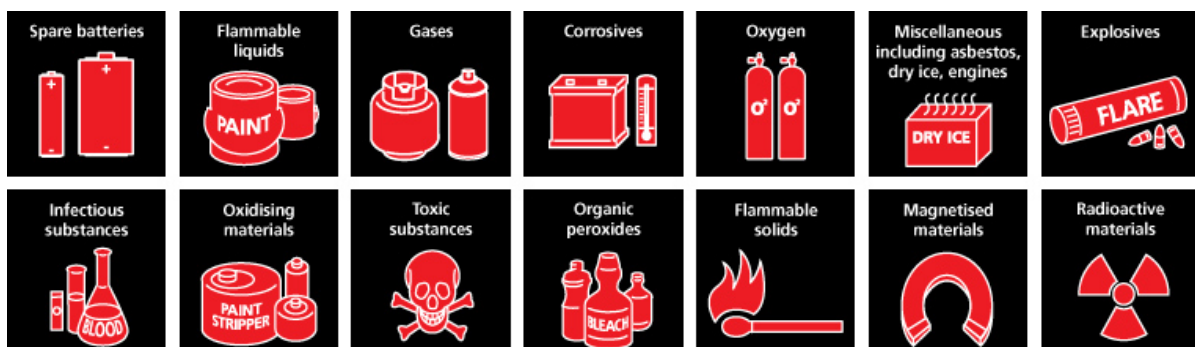
Cancellations

Territory Air Services aims to provide a flexible responsive charter service however, limitations to flight changes and cancellations exist.

- a. Bookings must be cancelled at least 24 hours prior to departure time, or as circumstances permit.
- b. At the absolute discretion of Territory Air Services flights not cancelled in accordance with part (a) above may be deemed as a no-show and therefore non-refundable and charged at full charter price.
- c. flights which have departed for pick up at any location away from our Darwin base and subsequently cancelled or passengers do not show will be charged at full charter price.

Dangerous Goods

All Dangerous Goods must be declared upon check-in.



You must advise Territory Air Services staff of any potential dangerous goods at time of booking or prior to departure so that appropriate handling can take place.



If organised in advance, Territory Air Services has Dangerous Goods acceptance procedures for items which may be carried.

Additional charges apply for Dangerous Goods acceptance at the sole discretion of Territory Air Services.

Intoxicated Passengers

For safety of all parties and in keeping with air transport requirements passengers deemed to be under the influence of alcohol or other drugs will be denied travel. Full charter fees will be charged in these cases.