

Terms and Conditions



Basic Booking Conditions

- Please ensure all passengers are at the airport of departure and ready to check-in 45 mins before the flight departure time.
- Baggage limit is 15kg per passenger, excess baggage charges apply.
- Please also ensure that payment is made or a purchase order is provided at least 2 business days prior to flight.
- Booking changes or cancellations must be made at least 1 business day prior to flight otherwise no credit can be offered.
- MAF scheduled services are not all weather services. Bad weather may cause flight delays or cancellations.

Terms and Conditions of Carriage

Carriage is subject to the following conditions:

- The 'Carrier' means Arnhem Land Community Airlines, MAF International, their parent companies, subsidiaries, representatives, servants and agents. The 'Passenger' means the passenger to whom this document is issued or who is carried by virtue of the issue thereof. 'Convention' means the Montreal Convention 1999, or the Warsaw Convention 1929 and its amendments, whichever may be applicable.
- The Carrier is not a 'Common Carrier' and does not accept the obligations and liabilities of a common carrier and reserves the right to refuse carriage to any person or persons.
- In the event of bodily injury or death of the Passenger, the liability of the Carrier to the Passenger is limited to the sum of A\$725,000 and in respect of loss of or damage of checked baggage to a maximum of A\$1,600 per passenger and for baggage and personal effects to A\$160 per passenger, provided that for 'international carriage' as defined by the Convention, the liability of the Carrier to the Passenger is governed by the Convention. Except as established by law, the Convention or by these conditions of carriage, the Carrier has no further liability to the Passenger or any other party.
- Subject to the Carrier's absolute discretion, the maximum allowance for checked baggage is 15kg. The Carrier reserves the right to reject baggage for carriage that exceeds specified dimensions or is otherwise unsuitable for carriage. If space is available, extra baggage may be carried at the current applicable excess baggage rate. In cases of damaged baggage, complaint must be made to the Carrier immediately after discovery of damage and at the latest within 7 days of receipt; in case of delay, complaint must be made within 21 days from the date the baggage was delivered.
- These conditions of carriage are good for travel only on the flight or flights listed.
- Any times of arrival and departure referred to are approximate only and form no part of the contract. The Carrier shall not be liable for any reasonable flight delay.
- The Passenger will comply with all reasonable requests of the Carrier or its servants relating to safety and personal conduct.
- No Passenger shall enter or remain in any part of the Carrier's aircraft or any part of the Carrier's premises while intoxicated and no Passenger will smoke in any place when prohibited from doing so.
- Certain items are prohibited from being carried or consigned for carriage on flights. The Passenger must declare any dangerous goods prior to boarding the aircraft for assessment as to whether or not the goods may be carried. The Carrier reserves the right to inspect bags or cargo for dangerous or prohibited goods, as well as to confiscate, destroy, dispose of, abandon, or retain as evidence, any prohibited items. Failure to comply with a request to inspect bags may result in the Carrier refusing to carry the bags, or to refuse to carry the Passenger. In such an event there will be no refund of the fare.
- Any action at law arising out of these conditions of carriage or concerning the interpretation thereof or concerning the liability of the Carrier under these conditions of carriage shall be brought in the Northern Territory and the interpretation of these conditions of carriage shall be governed by the law of the Northern Territory regardless of where these conditions are issued.
- Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft or from the date on which the aircraft ought to have arrived.
- No servant, agent or representative of the Carrier has the authority to alter, modify or waive any provision of these conditions of carriage.
- To the extent not in conflict with the foregoing, carriage of the Passenger by the Carrier is subject to *i*) applicable domestic laws *ii*) the terms and conditions of any charter agreement relative to carriage of the Passenger by the Carrier and *iii*) the terms set out on the face of these conditions of carriage.
- *At times the Carrier may carry declared approved appropriately packed, stowed and labelled Dangerous Goods.

* Condition applicable to Regular Public Transport (RPT) service flights only.