



SKYTRANS TERMS and CONDITIONS

SKYTRANS DOES NOT GUARANTEE IT WILL BE ABLE TO CARRY YOU, YOUR BAGGAGE OR FREIGHT ON THE DATE AND TIME OF THE FLIGHTS BOOKED. SCHEDULES MAY CHANGE AND FLIGHTS DELAYED OR CANCELLED FOR A NUMBER OF REASONS INCLUDING, BUT NOT LIMITED TO, BAD WEATHER, AIR TRAFFIC CONTROL DELAYS, TECHNICAL DISRUPTIONS, AND NETWORK CHANGES. FLIGHT TIMES DO NOT FORM PART OF YOUR CONTRACT OF CARRIAGE WITH US. PLEASE ENSURE ACCURATE PASSENGER DETAILS ARE PROVIDED SO ANY CHANGES CAN BE NOTIFIED. TO THE EXTENT PERMITTED BY LAW, THE AIRLINE EXCLUDES LIABILITY FOR ANY COSTS, EXPENSES, LOSSES OR DAMAGES INCURRED BY THE PASSENGER AS A RESULT OF FAILURE TO MEET A SCHEDULE. **TRAVEL INSURANCE IS RECOMMENDED.**

These Conditions apply to all carriage of passengers and baggage by Skytrans. 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 relevant Federal and State laws.

RULES

Skytrans 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 the Conditions as though fully set out herein. Skytrans 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.

PASSENGER CONDUCT

Skytrans reserves the right to refuse carriage to any person who seeks to travel in violation of any applicable law or otherwise in breach of the Terms and Conditions of carriage or who is under the influence of drugs or alcohol or if it is necessary for the safety of other passengers or for the protection of property. Passengers shall comply with all the instructions of the Carrier's Employees or Agents.

CONTRACT OF CARRIAGE

All passengers and baggage shall be performed pursuant to a contract of carriage between Skytrans and the passenger. This contract of carriage shall be in such form whether involving ticketing or otherwise as Skytrans may determine. All contracts of carriage shall be subject to Rules relating to such matters as terms of issue, period of validity, requirement for payment, fare structures, check in requirements, carriage of children, and otherwise as Skytrans may determine. A reservation for any carriage is not effective unless a contract of carriage has been entered into. A reservation is not a contract of carriage. A contract of carriage does not guarantee or entitle carriage in any particular seat or on any particular aircraft. A contract of carriage does not guarantee timely or other performance of any carriage.

TRAVEL PROCEDURES

Skytrans recommends that you arrive at check in at least 60 minutes prior to the scheduled departure time. **Check in closes 30 minutes prior to the scheduled departure time at all airports except Coen and Lockhart River. Check in at Coen takes place at the Coen Guesthouse and closes 60 minutes prior to the scheduled departure time. Check in at Lockhart River closes 45 minutes prior to the scheduled departure time.** You will not be able to check in after this time. Failure to check in for the flight by this deadline, not showing up for the flight (no show), or failing to present at the boarding gate by the time specified to you at check in, will result in a loss of fare.

You will be required to provide identification at check in. Sufficient identification includes (but is not limited to) drivers licence; passport; health care cards; bank cards; birth certificate; government issued identification. If you are unsure whether your identification will be acceptable, please contact Skytrans prior to travel for clarification.

FLIGHT CONNECTIONS

Your contract of carriage with Skytrans covers carriage from the airport at point of origin, to the airport at point of destination on your Skytrans ticket. Skytrans is unable to guarantee flight connections with other airlines. Skytrans does not offer flight connections and/or baggage transfers to other transport providers. It is the responsibility of the passenger to allow adequate time for any check in, baggage or security procedures required for connection. Skytrans recommends a minimum of 90 minutes when connecting to another transport provider. Whilst it is Skytrans' intention to uplift you and your baggage in accordance with the date and time specified at time of booking, it is not guaranteed. Changes to schedule times may occur for a variety of reasons without notice. Skytrans will not be held liable for any loss or damages as a result of schedule changes and/or missed connections. **TRAVEL INSURANCE IS RECOMMENDED.**

BAGGAGE ALLOWANCE AND RESTRICTIONS

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 rules. The Skytrans baggage allowance per seat occupying passenger is as follows:

Cape York Flights:

Carry-on Baggage = Two items up to 6kgs total combined weight
Checked Baggage = Up to 20kgs
Excess Baggage Fee = \$5.50 per kg for each kg over the Checked Baggage allowance

Torres Strait Island Flights (SKP flights numbers from 100 to 399):

Carry-on Baggage = one item up to 4kgs
Checked Baggage = Up to 20kgs
Excess Baggage Fee = \$3.30 per kg for each kg over the Checked Baggage allowance

If you exceed the applicable allowance, excess baggage fees will apply and your baggage will be placed on standby. Please note that we are unable to accept any single item of checked baggage exceeding 32kg in weight. To pre-book excess baggage or to discuss freight options for items exceeding 32kgs, please contact Skytrans Customer Service.

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

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 or an earlier flight if delivered to our check in prior to travel. Skytrans may refuse carriage to any baggage that in its view is unsuitable for carriage for any reason. Valuable or fragile items are carried solely at the passenger's risk. Claims for immediately identifiable baggage damage or loss must be reported to the handling agent or Skytrans prior to leaving the airport.

INFANTS AND CHILDREN

For travel on Skytrans, passenger age classifications are as follows:

Infants = under 2 years
Children = 2 years to 11 years (inclusive)
Adults = 12 years and above (inclusive)

An infant must travel with a parent or a passenger 15 years of age or over who is an immediate family member or authorised guardian. Only one infant per adult passenger is permitted to travel. Federal law restricts the number of infants carried on each flight so confirmation of availability should be made by contacting Skytrans prior to booking.

Children must be accompanied by a parent or a passenger 15 years of age or over who is an immediate family member or authorised guardian, unless they have been accepted for carriage as an unaccompanied minor.

LIMITED SPECIAL ASSISTANCE

You warrant that you can travel independently, or if you cannot, that you are travelling with an accompanying passenger who is responsible to ensure that you can travel safely and provide all assistance and supervision you require.

We may be able to provide limited assistance at some ports for special requirements such as wheelchairs, service dogs, unaccompanied minors, carriage of firearms, pet transport, and persons in legal custody. Please contact Skytrans prior to booking to confirm availability of any special service request.

DANGEROUS GOODS AND PROHIBITED ITEMS

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: compressed gasses (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).

Alcohol management programmes are in place in many of the communities in Cape York. **The carriage of alcohol is NOT permitted on Skytrans Cape York Flights** (all flights excluding SKP flights numbers 100 to 399) either in checked baggage, carry-on baggage or on your person.

In your hand luggage or on your person, you must not include sharp or pointy objects or cutting implements of any kind or length, whether of metal or other material. Passengers carrying needles for medical purposes will need to declare them at check in and airport screening points. Medication should have a professionally printed label identifying the medication or manufacturer's name or pharmaceutical label affixed.

Skytrans will not carry items that we reasonably determine are unsuitable for carriage because they are dangerous, unsafe or because of their weight, size, shape or character, or items which are prohibited by any applicable law from being carried on any aircraft. If we discover that you are carrying prohibited items, we may do whatever we consider appropriate and what is reasonable in the circumstances, including disposing of the item.

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 Skytrans' 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 Skytrans. Applicable fares at any time shall be as published or advised by Skytrans. All fares are quoted in Australian dollars and include Goods and Services Tax (GST).

ROUTES AND SCHEDULES

Carriage can be performed on such routes and in accordance with such schedules as Skytrans determines or publishes from time to time. Skytrans may vary such schedules or cancel any flights at any time. Skytrans 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. Skytrans may offload or not carry any passenger or baggage in its discretion should weight limitations or seating capacity requires this. Skytrans reserves the right without notice to substitute alternate carriers or aircraft for any carriage.

SKYTRANS CONTROL OF FLIGHTS

Skytrans 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 maybe exercised by a duly authorised officer of Skytrans and or the captain of the aircraft.



OBLIGATIONS OF SKYTRANS WHERE CARRIAGE CANNOT BE PERFORMED OR COMPLETE

Where Skytrans 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 Skytrans or receive a refund. Skytrans has no obligation to a passenger who is late for, or misses a flight.

LIMITATION OF LIABILITY

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

PRIVACY USE AND DISCLOSURE OF INFORMATION

We will only use and disclose personal information held for the primary and related purposes for which it was collected.

We may use your personal information to achieve any other objectives to which you have given consent. For example, if you are benefitting from the Queensland Government Local Fare Scheme, we will report your details to the Queensland Government, in accordance with your consent provided on application for eligibility.

Skytrans adheres to the National Privacy Principles from Schedule 3 of the Privacy Act 1988 as amended 14 September 2006.

NO WAIVER OF CONDITIONS

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

OTHER SERVICES

The provisions of refreshments or other services on any flight shall be solely at Skytrans' discretion.

AUSTRALIAN LAWS

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