



Conditions of Carriage

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Carriage on flights under IATA designation 'WO' (sometimes shown locally as 'NC') is sold and operated by National Jet Express Pty Ltd (ACN 063 561 482) ('NJE').

Carriage on aircraft provided by other carriers or third parties will be subject to the terms and conditions of those parties, and NJE acts only as an agent in arranging such services. Any reference to NJE in this document is a reference to National Jet Express Pty Ltd, as applicable in the context.

1 Carriage

The Passenger flies subject to these Conditions of Carriage and to applicable Laws. The contract of carriage is with NJE and the issue of any ticket or other documents in respect of carriage is on behalf of NJE.

Where the services are for Charter client, the Charter Agreement and these Conditions of Carriage will form the contract of carriage. In the case of conflict between these 2 documents, the former shall prevail.

2 Limitation of Liability

NJE provides air services both to the public (RPT) and to its Charter clients. NJE's limitation of liability below applies to RPT Passengers. For the case of Charter, NJE's liability is towards the Charter clients and not towards the Passengers nominated by the Charter clients and the limitations of liability below defines, except as expressly altered in the Charter Agreement, the liability of NJE towards the Charter clients with regard to each Passenger on the Charter flight.

Subject to the *Civil Aviation (Carrier's Liability) Act 1959* (Cth), the *Competition and Consumer Act 2010* (Cth), and any relevant State or Territory legislation, certain statutory guarantees or warranties may apply for the benefit of consumers. Nothing in these Conditions of Carriage will prevent the application of such consumer Laws to the extent that the circumstances require their application without exclusion.

If legislation provides a guarantee or warranty which cannot be excluded, to the extent permitted by Law, NJE's liability under the guarantee or warranty will be limited either to the supply of the goods or services again or the payment of the cost of the supply.

Subject to any overriding Laws, the maximum liability of NJE to the Passenger on Australian domestic flights is limited by State and Commonwealth legislation and by the Ticket Terms to the following amounts:

- in respect of destruction or loss to baggage or death or injury of any Passenger:
 - i. AU\$925,000: in respect of death or personal injury of the Passenger;
 - ii. AU\$3,000: in respect of destruction or loss to registered or checked baggage of the Passenger; and
 - iii. AU\$300: in respect of destruction or loss to other baggage (carry-on baggage) of the Passenger;

and

- such other sums as may be prescribed by applicable legislation for the time being in force.

Except as provided for under the Law, NJE is not liable for loss or damage to, or delay in the delivery of fragile or perishable articles, money, jewellery, precious metals, negotiable papers, securities or other valuables (including but not limited to cameras and computers), business

documents, passports and other identification documents, samples, medicines or drugs which are included in the Passenger's checked baggage, whether or not NJE has knowledge of such items. Such personal valuable items should be carried on the Passenger's person or in carry-on baggage under their care.

Claims for baggage damaged or lost due to negligence on the part of NJE must be filed and reported in writing within 3 days of the flight's arrival at the destination. Claims reported after 3 days will not be accepted. All claims must be submitted in writing at the destination airport or via the contact form on the NJE website. The damaged baggage must be sighted (or photo provided) with the applicable baggage tag still attached to it. This must be the same tag attached by an NJE Staff member (or NJE contracted ground handling agent) at the point of origin.

NJE is not liable for damage to baggage or items inside baggage where:

- damage is the result of normal wear and tear (this includes, and is not limited to, damaged handles and wheels).
- items that are not sufficiently protected and packaged for air travel (the passenger is responsible for taking such measures), especially for odd-sized items.
- baggage weight exceeds the maximum design limits of the baggage manufacturer. Where the manufacturer's specifications are unavailable, the weight limit applied will be 25kg.

Except as provided for in Law or as separately agreed in a Charter Agreement, NJE will not be liable to the Purchaser, the Passenger, or to any other person for:

- costs or losses resulting from flight diversion, substitution, alteration, cancellation or delay, or from delay of baggage. In such cases,
 - Except where otherwise specified in a Charter Agreement, NJE assumes no responsibility for making connections between or with the flights it offers, the flights of other airlines or any other form of transport nor will it be responsible for any accommodation, arrangements or payments; and
 - for RPT services, where the changes are made before departure, the Passenger may decide to cancel the ticket and obtain a full refund from NJE or accept the changes with no further recourse against NJE.
 - NJE does not guarantee flight connections nor is NJE liable for consequential expenses resulting from a missed connection.
- 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; and
- inaccuracy in any information concerning transport, services or their pricing whether referred to in the Ticket or any other document.

Time limit for action: Any action in court to claim damages must be brought within 2 years from the arrival date of the aircraft, or from the date on which the aircraft ought to have arrived.

NJE strongly advises Passengers to take up the appropriate travel insurance to insure against risks which Passengers are not willing to assume, duly noting NJE's limitation of liability.

3 Force Majeure

To the fullest extent allowed under the Law, and except as stated otherwise in these Conditions of Carriage, NJE shall not be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, events beyond its reasonable control, including, without limitation, inclement weather, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, government regulations, decisions by airports and civil aviation authorities, nuclear or natural catastrophes, diseases or pandemics, acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services. NJE shall use reasonable efforts which are consistent with accepted practices in the airline industry to resume performance as soon as practicable under the circumstances.

4 Check-in Requirements

Every Passenger must be checked-in and ready for boarding by the time advised by NJE from time to time, and in any case not less than 30 minutes (45 minutes for RPT passengers at capital city airports) prior to the scheduled departure time. At the time of check-in, the Passenger must present satisfactory photo identification to NJE's staff or agent and must comply with all lawful instructions given by such personnel including (but not limited to) declaring the contents of baggage and payment of any additional charges for excess baggage, etc.

For the safety and health of all Passengers and crew, NJE has absolute discretion to assess and determine if a Passenger is fit to travel and to this end, NJE will be entitled to take reasonable measures to make this determination, including taking the temperature of the Passenger before boarding, requesting to sight medical certificates, and mandating the wearing of face masks.

A Passenger who fails to check-in or present themselves at the departure gate by the stipulated boarding gate closure time will not be permitted to board the aircraft and will be deemed a 'no show'. This will result in the Passenger's Ticket under the booking being cancelled and forfeited.

Any of the following events will result in a cancellation:

- failure to board a booked flight or no show;
- request to cancel part or the entire ticketed journey; and
- non-compliance with any of the agreed Ticket Terms.

5 Safety Requirements

It is against the Law to bring onto the aircraft, whether as carry-on baggage or checked baggage, restricted items as defined by the Civil Aviation Safety Authority (CASA). NJE and airport or government officials may inspect and/or search your baggage with or without your presence.

The list of prohibited items is listed on the Dangerous Goods section of our website (<https://nje.aero/index.php/flying-with-us/dangerous-goods-personal-items-and-toiletries/>). NJE also recommends passengers also consult the CASA website:

<https://dangerousgoodsapp.casa.gov.au/>

Also listed on the website are items permitted to be brought on board in prescribed quantities or under certain packaging. The list of prohibited and permitted items is updated frequently due to regulatory changes and we strongly advise you to consult this list before you fly.

REMEMBER: IF YOU TAKE DANGEROUS GOODS ON BOARD, EVEN INADVERTENTLY, YOU MAY BE LIABLE TO PROSECUTION AND A JAIL TERM.

Firearms and weapons of any description are prohibited in the cabin of any Aircraft. Passengers shall not tender dangerous goods or potentially dangerous goods for Carriage as baggage. NJE may destroy, abandon and/or retain as evidence any such goods.

If there is any doubt about what may be carried on board the aircraft, the Passenger must request more information from NJE before commencing travel.

6 Checked Baggage Allowance

Each Passenger is entitled to a free checked baggage allowance in accordance with the Fare Rules (for RPT travel), or as agreed with the Charter client.

Total linear dimensions (i.e. depth plus height plus length) of each item must not exceed 140cm (55in).

Infants not occupying a seat are entitled to a baggage allowance of 2 pieces up to 10kg. This can include up to two checked bags, a pram/stroller, portable cot, baby capsule or car seat. The total combined weight of the 2 pieces must not exceed 10kg.

Each item in excess of the allowance, or the linear dimensions, will be deemed excess baggage and will be subject to payment of the prevailing excess baggage rates published by NJE from time to time (in the case of RPT services), or as agreed with the Charter client (in the case of a Charter service).

Excess baggage is further subject to space and uplift availability. It may happen that excess baggage is delivered on a different flight due to weight/space constraints. The Passenger is responsible for the collection of excess baggage at the destination airport and any related delivery expenses in such circumstances.

NJE also reserves the right to offload any baggage in instances where the aircraft is restricted with regard to the weight limit due to weather conditions or other factors. All baggage, including excess baggage, is only carried to the airport specified on NJE's baggage tag.

For work health and safety reasons, any single item of baggage which exceeds 32kg in weight cannot be accepted as passenger baggage and must be lodged as freight.

A fully collapsible wheelchair and/or a pair of crutches and/or a walking stick and/or a prosthetic device will be carried in addition to the baggage allowance set out above if the Passenger is dependent on the item.

All baggage should be locked (where applicable). NJE's liability with respect to checked baggage is outlined in Clause 2 above.

Checked baggage will be delivered to the destination airport for collection by the bearer of the baggage check receipt or tag. In case of lost or damage to checked baggage, such bearer must submit a claim in writing to NJE within 3 days from the scheduled arrival of the baggage.

NJE will not be liable for any loss if the Passenger fails to collect any checked or carry-on baggage. If such baggage is not claimed within 30 days (except for perishables which may be disposed immediately due to hygiene reasons) after the flight, it will be deemed to be abandoned and NJE may dispose of it as NJE sees fit without notifying the Passenger and without any

liability on NJE's part. The Passenger will indemnify NJE for any cost and/or expense incurred in respect of such disposal.

Total baggage exceeding 100kg will not be accepted as excess baggage and must be processed at a cargo outlet at the applicable cargo rate.

7 Carry-on Baggage Rules

Each passenger occupying a confirmed seat is entitled to carry-on baggage. Carry-on baggage should not exceed the carry-on baggage allowance as governed by the Fare Rules in the case of RPT travel (7 kg) or the limit as agreed under the Charter Agreement.

The total linear dimensions should not exceed 105cm. A Passenger's baggage may be weighed and measured and, if necessary, may need to be carried as checked baggage in accordance with the checked baggage allowance.

Where NJE has permitted a personal item as part of carry-on baggage, an item listed below may be carried by the Passenger as part of their allowance, subject to the permitted weight and dimensions:

- A handbag, pocketbook, purse or small backpack, which is appropriate to normal travelling dress and is not being used as a container for the transportation of articles which would otherwise be regarded as baggage;
- Laptop;
- An overcoat, wrap or blanket;
- An umbrella or walking stick;
- A small camera and/or a pair of binoculars;
- A reasonable amount of reading matter for the flight;
- Infant's food for consumption in flight;
- All other articles - including overnight bags, briefcases, ladies' vanity cases, large size cameras, small musical instruments such as violins etc. taken into the cabin as carry-on baggage are subject to the following size restrictions:
 - does not exceed depth 23cm (9in), height 34cm (13in), length 48cm, (19in).

An item listed below may be carried by the Passenger over and above their free carry-on baggage allowance:

- A pair of crutches and/or other prosthetic devices for the Passenger's use, provided that the passenger is dependent upon them.

Some bulky musical instruments like guitars and cellos are allowed to be carried on board if an extra seat is purchased for it (in the case of RPT travel) to ensure proper stowage.

Please note that wheelchairs and infants' carry baskets may be stowed in the aircraft hold.

Items which exceed the above allowances must be checked in.

Personal medication or prescriptions should not be placed in checked baggage as they may be offloaded or otherwise not be available when the Passenger may need them. NJE shall not be liable for any loss or damage to or delay in delivery of such items if placed in check-in baggage and for any consequential death or personal injury. Please note that Passengers carrying hypodermic needles will need to declare them at the time of check-in.

Laptop computers should be carried on board to avoid possible damage. The Passenger is not permitted to carry any sharp objects in carry-on baggage such as nail files, scissors, letter openers, pocket knives, etc. Such items must be placed in checked baggage only.

NJE retains the sole discretion to determine, for the purposes of the Passenger's safety or the safety or comfort of other passengers, whether any item of baggage will be permitted in the carry-on or should be carried as checked baggage.

8 Government and Other Taxes and Charges

Each Passenger Ticket on RPT services includes third party taxes and charges such as airport head tax, security screening charges etc. which NJE collects as part of the all-inclusive Ticket. This will be paid on the Passenger's behalf to the third parties when travel has taken place. The amount varies due to differences in third party taxes and charges. If the ticket expires at the end of one year from date of purchase or according the Fare Rules, with sectors unused, the Passenger is entitled to claim a refund of the airport and other taxes paid within 90 days of expiry. A processing fee as stipulated in the Fare Rules (currently fixed at \$66 (incl. GST)) per Passenger per booking, irrespective of the number of sectors in the booking, will be charged for each claim.

In line with industry practice and as permitted by Law, there is a booking/handling fee and a payment method surcharge for RPT bookings to cover the costs of providing the service as well as the charges imposed by the merchant banks for credit card charges. This surcharge depends on the booking and payment method used.

9 Smoking

In accordance with Civil Aviation Regulations, smoking and the use of electronic cigarettes (e.g. vapes) are not permitted at any time on Australian domestic flights (including charter flights) and in Australian airport terminals.

10 In-flight Well-being

In certain cases, like advanced pregnancy, we require a Medical Certificate to be produced before allowing travel. NJE recommends a consultation with a medical practitioner before travel if there are any concerns about a medical condition which might affect the passenger during a flight.

Our flight attendants are not allowed to administer any medication, assist in feeding or assist in the toilet. Passengers who require such assistance must travel with a personal carer.

11 Flight Schedules

NJE reserves the right without notice to substitute any aircraft or other means of transport either before the departure of the flight or at any intermediate airport, to alter or omit any advertised stopping place and to despatch the aircraft before or alter the date or hours advertised or announced for its departure. The Ticket Terms shall extend to carriage by substituted aircraft or other means of transport.

NJE reserves the right at any time to cancel any flight or, whether the scheduled flight on which the Passenger was booked takes place or not, to cancel any ticket or booking of the Passenger or to carry the Passenger for a portion only of any booked flight. While NJE will endeavour to use its best efforts to carry the passenger and baggage within a reasonable timeframe, times of arrival and departure are not guaranteed.

If, in the opinion of NJE, an aircraft cannot safely land at an airport, the Passenger may be landed at an alternative airport and will be entitled to be returned to the airport of original destination or sent to the destination airport by such means of transport as NJE, in its absolute discretion, may determine. The Passenger must bear their own expenses while waiting for the return to the airport of original destination and NJE shall not be liable for any consequential loss, damage or expenses of any kind whatsoever arising from such carriage or delay.

Passengers are responsible for ensuring that their connecting flights are in accordance with the recommended Minimum Connection Times.

Minimum Connection Times are general advice and are in accordance with industry recommendations for the least amount of time required to make connecting flights. They do not take into consideration flight disruptions.

12 Passenger Conduct

NJE reserves the right to refuse to carry the Passenger, or any of the Passenger's baggage or goods without explanation. Exceptionally, passengers that display unacceptable behaviour (including, but not limited to, abuse and/or violence) may be placed on a No-Fly list and banned from flying on NJE for a specified amount of time as communicated to them. Passengers on the No-Fly list who book a ticket will be denied boarding and have the ticket forfeited.

The Passenger shall comply with the Law and with the Ticket Terms and shall be responsible for any damage or loss occasioned by their action or inaction. The Passenger shall not take into the aircraft or include in their baggage or goods any non-permitted items or any other items that are likely to cause inconvenience or offence to other Passengers or anything likely to endanger the aircraft, passengers or goods. The Passenger must allow reasonable searches of their person and baggage. The Passenger shall not, while on board the aircraft, consume any intoxicating beverage unless it has been sold or otherwise supplied on board the aircraft by NJE.

While on board the Passenger must submit to all lawful instructions of the cabin crew and failure to do so could be a Federal offence.

The Passenger may be denied boarding or be required to leave the aircraft or other means of transport, and may if necessary be physically removed or restrained if, in the opinion of NJE, the Passenger is:

- in breach of the Ticket Terms;
- unfit to fly;
- on the No-Fly list;
- a threat to aviation security or has made threats to aviation security;
- under the influence of drugs or alcohol;
- behaving in a disruptive, abusive or disorderly manner; and/or
- if it is necessary for the safety or comfort of other persons or for the protection of property.

Threats to Aviation Security as defined in regulation 09.01 of the *Aviation Transport Security Regulations*, including "inappropriate comments" regarding weapons or explosive devices, will result in cancellation of the ticket as well as mandatory reporting to both Federal and State law enforcement agencies.

13 Medical Condition and/or Allergies

In the case where the Passenger has a medical condition which may require special care and/or attention, including but not limited to allergies to certain food items, the Passenger must be aware that NJE is unable to change any of its flight procedures (including but not limited to safety procedures), conditions, service, food items or otherwise and if the Passenger still decides to take the flight with NJE, it will be at the sole risk and responsibility of the Passenger and/or the person who makes the booking for the Passenger **even though such medical conditions have been reported to NJE.**

The Passenger, by taking the flight, and or, the person who makes the booking on behalf of the Passenger, by so doing, is deemed to have given NJE the following confirmation, undertaking and indemnity:

1. I confirm that I have full authority to give NJE this confirmation, undertaking and indemnity.
2. I confirm that I am aware that NJE is unable to change any of its flight procedures (including but not limited to safety procedures), conditions, service, food items or otherwise and the flight is at the sole risk and responsibility of the Passenger and/or, in the case of the Passenger who is a minor, the parent, guardian and the person who books the flight for the Passenger.
3. I confirm that the Passenger (in the case of an adult) of their own free will and being fully aware of the risks involved, has decided to take the flight with NJE and the Passenger will not hold NJE responsible for any food allergy, event, activity or otherwise occurring during the flight which may affect the medical condition of the Passenger.
4. (In the case of the Passenger who is a minor and the booking is made on their behalf) I confirm that the parent, guardian and I, who are responsible for the care and well-being of the Passenger, of our own free will and being fully aware of the risks involved, have decided to let the Passenger take the flight with NJE and we will not hold NJE responsible for any food allergy, event, activity or otherwise occurring during the flight which may affect the medical condition of the Passenger.
5. I confirm that if I have a pre-existing medical condition that may be impacted by the flight, I have sought medical advice before taking the flight and have completed the NJE Medical Certificate of Fitness to Fly.
6. I confirm that I or the travelling passenger will have on hand all medication and medical equipment that I or the travelling passenger may require during the flight.
7. I further confirm that I acknowledge NJE will be unable to provide assistance within the cabin for the administration of medication, consumption of food (except opening packets if required) or toileting requirements apart from assisting passengers to/from the toilet door.
8. **AND I UNDERTAKE TO INDEMNIFY NJE** and hold NJE harmless to the fullest extent permitted under the Law against all claims, actions, suits, losses, damages, expenses and costs (including legal costs on an indemnity basis), whether in respect of personal injury, death, damage to property or otherwise, that NJE may suffer or incur in respect of or arising from the Passenger taking the flight under the circumstances of this clause.

14 Passengers with Special Requirements (SSR)

Most Special Requirement requests (also called SSRs) can be made while making an Internet Booking on RPT services via the NJE website, or in the case of charter flights, notified to the client travel booking team. If not, the Passenger must contact NJE to register your request. If the Passenger is booking an RPT service through a travel agent, they must inform the agent of their needs. **NJE shall use its best endeavour to accommodate all SSRs but unless confirmed in writing, cannot guarantee that the request can be accommodated.**

NJE currently caters (some with fee attached) for the following Special Requirements:

- Wheelchair dependent passengers
- Oxygen and breathing aids
- Assistance animals
- Carriage of live animals
- Pregnant passengers
- Travelling with an infant
- Unaccompanied minors
- Child and adult harnesses
- Persons in lawful custody
- Firearms
- Musical instruments

Special Requirements require careful coordination and the Passenger must read carefully the Special Requirements Terms and Conditions prior to making the request. The Passenger is deemed to have accepted NJE's Special Requirements Terms and Conditions when making a request for Special Requirements.

15 Third Party Booking (*RPT Services Only*)

Any ticket on RPT services not booked directly with NJE via the NJE website (for example: booked with a Travel Agent (Third Party)) will not confer any contractual rights to the Passenger vis-à-vis NJE. The Passenger must address all claims for refunds, reimbursement and redress to the Third Party and NJE will not entertain any such claims besides advising the complainant to the Third Party.

NJE will respond to the representations of the Third Party that made the booking on the Passenger's behalf and will accord all the privileges allowed under the Fare Rule and Conditions of Carriage for the booking.

16 Others

The Passenger indemnifies NJE against any action, proceeding, suit, claim or demand made against it in connection with a breach by the Passenger of the Ticket Terms and against liability, loss, damage, cost or expense suffered by NJE as a consequence.

Any money received for the Ticket by any agent issuing it is held on trust for NJE. NJE may arrange with any other person to undertake the carriage contracted under the Ticket Terms, or services ancillary to it (including the transportation of the Passenger and their baggage to or from any airport or taking off or landing place) or any part of them.

The travel must be completed within 12 months of date of issue of the Ticket and is not transferable to any other person unless permitted under the Fare Rules. NJE has no obligation to provide transport or services if the Ticket is not presented, is lost or stolen.

The Ticket is valid only for transport or services specified. Any alterations to the services specified will be strictly subject to the Fare Rules governing the category of ticket issued and in some instances the ticket may become valueless and not refundable.

The Ticket Terms may not be waived or modified by any person.

If any of these Terms fails to have all, some or any effect, or causes any other of these Ticket Terms to fail it shall be read down or severed to the extent required to preserve the rest of these Ticket Terms.

Wherever the Ticket is issued the Ticket Terms shall be governed by and construed in accordance with the Laws in force in Western Australia.

Definitions

The following definitions apply unless the context requires otherwise:

1. "Carriage" is equivalent to "transportation";
2. "Charter" is the provision of NJE air services to a private client;
3. "Charter Agreement" is the agreement entered into between NJE and the private client to govern the terms and conditions of the Charter"
4. "Customer Receipt" mean the document issued confirming receipt of payment and details of carriage;
5. "Fare Rules" means the rules as may be imposed by NJE from time to time governing the use of the Ticket in the case of RPT travel according to the category of Ticket purchased. The Fare Rules are provided to the Purchaser at the time of booking and are always available on NJE's website www.nje.aero;
6. "NJE" means National Jet Express Pty Ltd (ACN 063 561 482) and includes its officers, servants, agents, employees and, where applicable, any person with whom NJE has arranged to undertake the carriage or ancillary services or its officers. The agents of NJE shall include any other entity trading as National Jet Express or NJE which shall be entitled to the benefit of these conditions;
7. "Ticket" means the e-ticket issued to the Passenger and to which this document relates or with which this document is enclosed and any baggage check related to it;
8. "Ticket Terms" means these Conditions of Carriage and Terms of contract and the transport and services provided pursuant to them and any supplementary terms set out in timetables, notices on display, boarding pass, Fare Rules and supplementary written or oral instructions of NJE and any other terms howsoever made applicable;
9. "Law" means each statute, ordinance, code, or other law from time to time, applicable to NJE, its operations and this Ticket, including the Warsaw Convention, the Montreal Convention and any international convention or protocol and all regulations, orders, instructions and instruments made under any of them;
10. "Passenger" means to whom the Ticket was issued or the person or persons nominated on a Ticket as being the passenger using the transport or services specified on the said Ticket (as the context requires);
11. "Person" includes a firm, body corporate, an unincorporated association or an authority;
12. "Purchaser" means the purchaser of a Ticket.
13. "RPT services" means Regular Public Transport services, which are scheduled flights with Tickets available for sale to the general public.