

AIR RUATORIA LIMITED - TERMS AND CONDITIONS

Last updated: 16 March 2023

These Terms and Conditions apply to all flights operated by Air Ruatoria Limited.

Definitions

- **Booking** means a reservation for a Passenger on a Flight.
- **Fares and Charges** means:
 - the fares payable to Air Ruatoria for a Flight, as stated on Air Ruatoria's website or otherwise agreed in writing by Air Ruatoria; and
 - all other charges payable to Air Ruatoria under these T&Cs (e.g. transfer and refund fees).
- **Flight** means a flight carried out in an aircraft operated by Air Ruatoria. Flights may be scenic or charter.
- **Passenger** is a person who occupies a passenger seat on a Flight.

Bookings

Your Booking is not finalised until:

- Air Ruatoria has notified you that the Booking is accepted (Air Ruatoria may refuse a Booking for any reason); and
- you have paid the amount needed to secure the Booking (scenic Bookings must be paid in full on Booking, but charter Bookings may be secured with a part payment where agreed by Air Ruatoria).

Air Ruatoria requires a minimum number of Passengers to operate each scenic Flight. If the required minimum is not reached, Air Ruatoria will postpone or cancel the Flight as described below.

Payment

Fares for scenic Flights are listed on the Air Ruatoria website, and are payable upon Booking. Air Ruatoria may change the fares on its website without notice, but changes made after a Booking has been made will not apply to that Booking.

Fares for charter Flights are by mutual agreement and must be paid within 7 days from the date of invoicing (unless otherwise agreed by the parties). If a charter Flight is required to wait at an airport before continuing the charter, waiting charges of \$125 per hour plus GST apply after the first hour up to a maximum of 6 hours. Where an overnight stay for the pilot is required, actual and reasonable accommodation, meal and transport costs for the pilot will be charged. A 10 % admin fee based on total expenses will also be payable.

Default interest is payable on all overdue amounts, from the date payment falls due to the date of payment, at Air Ruatoria's overdraft rate plus 5% pa. The cost of any actions taken by Air Ruatoria to recover overdue amounts will be added to the amount due.

Check in

Passengers must report in person to Air Ruatoria 30 minutes prior to the departure of their Flight. Failure by the Passenger to meet this requirement will result in the cancellation of the Booking and forfeiture of the Passenger's Fare and Charges.

As the Civil Aviation Act sets maximum weight limits for Flights, Air Ruatoria may need to weigh Passengers before a Flight and may be required to exclude one or more Passengers from the Flight. Air Ruatoria will always try to do this sensitively, but the decision on who to exclude is for Air Ruatoria alone.

Safety

The safety and wellbeing of Passengers is our number one goal. Passengers must comply with the direction of Air Ruatoria personnel to ensure safety and wellbeing and compliance with civil aviation requirements. Failure to follow reasonable directions may result in:

- Passengers at fault not being permitted to board the aircraft;
- the Flight being cut short, diverted or cancelled; and/or
- forfeiture of Fares and Charges for Passengers at fault.

Cancellation and Transfer Policy

You can transfer a Booking to another person, by:

- asking Air Ruatoria in writing to transfer the Booking; and
- paying, within 24 hours of your request and before the Flight, a transfer fee of \$50 plus GST per Passenger into the bank account Air Ruatoria advises you of.

You may cancel a Booking at any time before the Flight by asking us in writing. If you so cancel a Booking, Air Ruatoria will refund your Fees and Charges as follows:

- Cancellations within 15 business days of the planned flight date will incur a 10% refund fee.
- Cancellations within 10 business days of the planned flight date will incur a 25% refund fee.
- Cancellations within 2 business days of the planned flight date will not receive any refund.

Air Ruatoria may change, postpone or cancel Bookings and/or Flights in the event of insufficient Passengers or unforeseen circumstances (such as bad weather, staff sickness or safety issues). Air Ruatoria will do its best to advise you of these changes by telephone or email. If Air Ruatoria makes one of these changes:

- the affected Passengers will be offered an alternate Booking date and time (if available); and
- if a Passenger is unable to accept an alternate Booking date and time, all previously paid Fare and Charges will be refunded (less the costs of any Bank merchant or Visa Card suppliers relating to the refund).

Air Ruatoria will pay all refunds by direct credit to your nominated bank account or credit card within 10 business days of the date on which you became entitled to the refund.

Privacy

Personal information provided for the purposes of Booking a Flight will be managed in accordance with our [Privacy Policy](#) and the obligations set out in the Privacy Act. Please ask us for a copy of the policy, if it isn't available on our website.

Lost property

Air Ruatoria is only responsible for Passenger property while it is in our possession, and subject to the liability provisions below.

Liability

Air Ruatoria recommends that Passengers have insurance to cover losses that they may incur in relation to Flights.

Air Ruatoria's liability, if any, is in accordance with:

- Part 9B of the Civil Aviation Act 1990.
- Part 5 of the Contract and Commercial Law Act 2017.
- The Injury Prevention, Rehabilitation and Compensation Act 2001 (which may exclude liability for personal injury or death of a Passenger).
- The Consumer Guarantees Act 1993, if the Passenger is not travelling for business purposes. If the Flight is for business purposes, you agree this Act does not apply.

Air Ruatoria is only liable for reasonable losses that can be proved. Unless required by law, Air Ruatoria is not liable for exemplary, indirect or consequential losses. This liability section also applies to our officers, employees, agents and contractors. The total amount that you can recover from them and Air Ruatoria together, will not be more than the total amount of Air Ruatoria's liability.

Force Majeure

Air Ruatoria is not liable for any delay or failure to perform its obligations under these T&Cs if that delay or failure is caused by any cause beyond its reasonable control, including pandemic, war, natural disasters, acts of God, acts of Government or other authorities, or accidents to or failure of aircraft or equipment.

Dispute Resolution

Except where a party seeks urgent interlocutory relief, unless a party has first complied with the following it may not commence court proceedings. If a dispute arises in relation to these T&Cs or any Flight, and the parties have been unable to negotiate resolution of the dispute within 10 business days of either party requesting that negotiation, then either party may refer the dispute to arbitration by notice in writing to the other party. The arbitration will be determined by a sole arbitrator (being a New Zealand resident) agreed by the parties, or failing such agreement within 10 business days of the referral, the arbitrator will be appointed by the Chair of the Resolution Institute or his/her nominee. The arbitration will be conducted in Wellington in accordance with the Arbitration Act 1996 (excluding clauses 4 and 5 of the Second Schedule to that Act). Each of the parties will proceed expeditiously to undertake the arbitration. The award in the arbitration will be final and binding.