



Interair Pty. Ltd.

Main Terminal Building ,Essendon Airport Vic 3041
Ph: +61 3 9374 4676 Fax: +61 3 9374 4848
Internet: www.interair.com.au

Interair Terms and Conditions of Carriage

Definitions:

"The Company" means "Interair Pty Ltd", its servants, agents, successors and assigns. "The Passenger" means jointly and severally the person or company or group of persons or companies contracting with The Company and extends to his her its or their heirs, successors and assigns.

Deposits:

Payment in full is required prior to departure and may be made by direct deposit, Bank Cheque, Visa, MasterCard or Bankcard. (Note: credit card payments are subject to a 5% administration charge.) Because of the specifically small size of the group, discounts are not generally available for children.

Cancellation by the Passenger:

All cancellations must be in writing and addressed to The Company. Cancellation fees are payable as follows:

If up to four weeks prior to departure - \$300
Less than four weeks prior to departure - 50% of full fare
Less than one week prior to departure - 100% of full fare

Plus an amount to cover monies already paid by The Company for Trip arrangements already made

Refunds are not available for services provided but not utilized by The Passenger

Cancellation by The Company:

The Company reserves the right to cancel or withdraw reservations made by The Passenger in which event, save for the refund of monies paid by The Passenger, The Company shall not be liable for any loss or damage in respect of such cancellation or withdrawal.

Legal Liability:

The Company shall be exempt from all responsibility or liability in respect of any detention, delays, loss, damage, expense, accident, sickness or injury howsoever and by whomsoever caused and whatever kind occurring of or to The Passenger at any time, howsoever occasioned, sustained or suffered in or during any package journey, trip or tour or in carrying out of any arrangements booked by or through it. The Company shall not be responsible for any mis-description or misleading information notwithstanding from whence it came.

Alterations to Travel Arrangements:

Whilst every effort will be made to provide the journey, trip or tour offered, The Company nevertheless must retain the right to change, modify, alter or cancel any arrangement if they can not be provided for any reason. The Company accepts no liability or responsibility where delays, cancellations, price increases or other alterations have been caused by circumstances beyond its control, including but not limited to delays, interruptions or changes due to weather conditions, technical problems with transport, industrial action, natural disasters, riots, terrorist activities, airport closures or other breakdowns in arrangements. The Company shall not in any circumstances be held liable for and will not accept responsibility or liability for acts, omissions, defaults or failures on the part of transportation companies, hotel contractors and the like, who may provide you with services and facilities at the request of The Company. The Company in such circumstances acts only as your agent to introduce you to the companies, persons, accommodation contractors and the like who provide such services and facilities. Acceptance of these arrangements is a condition of booking. It is essential that you ensure that The Company is informed of a contact telephone number or address where you can be reached immediately prior to departure.

Variation of Price:

All prices quoted, including fares and tour costs are those current at the date of publication, but are subject to alteration without notice at the absolute discretion of The Company. It is recommended that you check regularly to ensure that the latest amendments, if any, are brought to your attention.

Alteration of Conditions:



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Any variation of this agreement shall be in writing and signed on behalf of The Company by a duly authorised officer. The Company will not be bound by a representation made or purported to have been made on its behalf unless The Company confirms such representation in writing.

Illegal Acts:

The Company reserves the right to expel The Passenger from the tour without payments of compensation should The Passenger commit any illegal or dangerous act, either prior to or during the tour, or if the Passenger appears likely to endanger the health or safety or to impair the comfort of other passengers or crew.

Luggage:

The Company shall not be responsible or liable for any loss, damage or inconvenience caused in the handling of the Passenger's equipment, property or luggage, including as a result of negligence.

Limitation of Liability:

The Company hereby limits its liability to The Passenger to the maximum extent permissible by law including without limiting the generality of the foregoing the exclusion of any liability whatsoever for consequential loss or damage. The Passenger agrees to indemnify The Company against all liability for losses, damages, expenses, or costs arising directly or indirectly from, and all actions, proceedings, claims and demands whatsoever which may be brought or made against it, resulting from a breach of my obligations under this agreement or any negligent act or omission by The Passenger.

Travel Documents:

The Company takes no responsibility for any invalid or out-of-date travel documents. It is The Passengers sole responsibility to provide proper travel documents including any necessary visas and passports

Baggage Allowance:

Baggage Allowance is 8kg per person and must be strictly adhered to for safety reasons. This limit applies only if prior arrangements have not been made.

Aircraft:

The Company reserves the right to substitute aircraft without notice.

Acceptance of Terms:

The Passenger acknowledges having read all the above terms and conditions and agrees to be bound thereby.

Disabilities or Special Requirement:

Any physical, mental or emotional disability, or special needs that may require special handling, must be notified by The Passenger in writing when the reservation is made.

The Passenger Acceptance

The Passenger agrees to all of the conditions stated herein at the time of confirmation of a booking and receipt of these conditions in writing.

These conditions shall be governed and construed by the laws of the State of Victoria and any proceedings in respect of any claim matter or thing against the operator shall be instituted in the state.