

**INFLITE Terms and Conditions**  
**Domestic Aircraft Charter & Aviation Tourism**

The following terms and conditions (**Conditions**) apply to all chartering of aircraft and the provision of flights, experiences and activities organised and / or provided by **INFLITE Charters Limited [3786957]**, **INFLITE Ski Planes Limited [5764847]** including Mount Cook Ski Planes and Helicopters, **INFLITE West Coast Limited [6758474]** trading as Skydive Franz, and any subsidiary of these companies, each **INFLITE**, in respect of Domestic Carriage and International Carriage to the exclusion of all other terms, conditions, warranties and representations except as specifically agreed by INFLITE and the Customer in writing in a Ticket or Charter Booking Confirmation. By submitting a Booking Request with INFLITE the Customer agrees to be bound by the Conditions.

**1. DEFINITIONS**

In these Conditions, the following expressions shall have the following meanings:

**“Activity”** or **“Activities”** means any activity, activities, experience or experiences, Skydive or Skydives organised by INFLITE as part of the Itinerary for the Customer and as set out in the Ticket or Charter Booking Confirmation;

**“Activity Provider”** means the provider (including INFLITE, where relevant) of the Activity or Activities as set out in the Ticket or Charter Booking Confirmation;

**“Agreement”** means the Charter Booking Confirmation or the Ticket and these Conditions and, any additional terms and conditions of the Operator and/or Activity Provider if applicable to the Itinerary;

**“Aircraft”** means any aircraft which is the subject of a booking organised by INFLITE for the Customer;

**“Booking Request”** means the request by a Customer to INFLITE for a booking for a Charter or for an Individual or Group Booking, either by telephone, by email, in person, by post or by way of online booking;

**“Charter”** means the booking by the Customer of an entire Aircraft for the Purpose;

**“Charter Booking Confirmation”** means the schedule of specific terms in respect of the booking for a Charter and subject to these Conditions;

**“Customer”** means the person, body corporate or entity entering into the Agreement as customer, and identified as “Customer” in the Charter Booking Confirmation or the Ticket;

**“Civil Aviation Rules”** means all applicable rules under the Civil Aviation Act 1990 in respect of Domestic Carriage and International Carriage and any applicable International Civil Aviation Organisation (ICAO) rules in respect of International Carriage;

**“Domestic Carriage”** means air carriage within New Zealand with no stopping places outside New Zealand;

**“Individual or Group Bookings”** means a booking by a Customer for a seat or seats in respect of a flight or flights and/or Activity or Activities (including without limitation, a Skydive) for an individual or group which does not involve a Charter;

**“International Carriage”** means air carriage between two countries or within a single country where another country is a stopping place in the Itinerary;

**“Itinerary”** means the place of departure, place of destination and any stopping points, together with any indications of departure and arrival dates and times, and any Activity or Activities, set out in the Ticket or Charter Booking Confirmation;

**“Operator”** means the actual operator of the Aircraft as set out in the Charter Booking Confirmation or Ticket;

**“Party”** and **“Parties”** means either or both of INFLITE and the Customer as the context requires;

**“Price”** means the price payable for the services to be provided by INFLITE for a Charter or an Individual or Group Booking;

**“Purpose”** means the purpose of the Charter as set out in the Charter Booking Confirmation;

"SDT" means a scheduled departure time in the Itinerary;

"Skydive" means a skydive with Skydive Franz, constituting jumping from an Aircraft, free falling and landing by parachute;

"Special Drawing Rights" or "SDR" means a Special Drawing Right as defined by the International Monetary Fund;

"Ticket" means the confirmation document, including an email confirmation, supplied to the Customer by INFLITE in respect of an Individual or Group Booking;

"Working Day" means any day which is not a Saturday, Sunday or a public holiday as that term is defined in the Holidays Act 2003.

## 2. BOOKINGS

2.1. Subject to clause 2.2, upon receipt of a Booking Request from the Customer, INFLITE will:

2.1.1. in respect of a Charter, provide the Customer with a Charter Booking Confirmation which will be deemed accepted upon the Customer confirming to INFLITE in writing its acceptance of the Charter Booking Confirmation and paying the Price;

2.1.2. in respect of an Individual or Group Booking, provide a Ticket to the Customer upon INFLITE receiving payment of the Price.

2.2. Charter Booking Confirmations and Tickets are not transferrable without the prior written consent of INFLITE at its sole discretion.

2.3. In the event that INFLITE receives a Booking Request and is unable to provide the services INFLITE will advise the Customer as soon as possible.

2.4. INFLITE reserves the right to amend or withdraw a Charter Booking Confirmation or Ticket at any time prior to its acceptance by the Customer.

2.5. Until the Customer meets its obligations pursuant to clause 2.1, INFLITE will be under no obligation to confirm the Charter Booking Confirmation or issue a Ticket or Tickets.

2.6. A Charter Booking Confirmation will be valid for acceptance for a period of five (5) Working Days from the date of the Charter Booking Confirmation. After this time INFLITE may at its sole discretion allow acceptance of the Charter Booking Confirmation by the Customer in its original form or otherwise as updated by INFLITE.

2.7. In respect of a Charter, INFLITE shall arrange that the Operator provides the Aircraft staffed, maintained, equipped and fuelled for the Itinerary in accordance with the Agreement and the Activity Provider provides the Activity or Activities set out in the Itinerary. In respect of an Individual or Group Booking, INFLITE shall arrange that the Operator and/or Activity Provider provides the services set out in the Ticket in accordance with the Agreement. The Customer agrees that the carriage will be provided by the Operator who will have sole responsibility for the operation of the Itinerary and operation of the Aircraft. Where the Operator and /or the Activity Provider (if any) is not INFLITE, the Customer accepts that INFLITE acts only as agent for the Operator and /or the Activity Provider in the arrangement of the Itinerary. The Customer acknowledges and accepts that the crew of the Aircraft are authorised to take instructions only from the Operator or the pilot-in-command in accordance with Civil Aviation Rules.

2.8. Where a Customer submits a Booking Request for other passengers the Customer is deemed to have accepted these Conditions on behalf of each of the passengers and agrees that he or she will bring these Conditions to the attention of each individual passenger.

- 2.9. If any special assistance is required by a Customer or passenger the Customer must advise INFLITE at the time of booking to ensure that such special assistance can be arranged. If such special assistance cannot be arranged by INFLITE, INFLITE will notify the Customer and will not accept the Booking Request.

### **3. PAYMENT**

- 3.1. Unless otherwise agreed between INFLITE and the Customer and specified in the Charter Booking Confirmation or Ticket, the full amount of the Price is payable by the Customer upon:
- 3.1.1. in respect of a Charter, acceptance in writing of the Charter Booking Confirmation by the Customer;
  - 3.1.2. in respect of an Individual or Group Booking, at the time the Booking Request is made.
- 3.2. Where the amounts payable pursuant to clause 3.1 are not paid in full by the date specified:
- 3.2.1. there shall be no obligation on INFLITE or the Operator to perform any part of the Itinerary for the Customer;
  - 3.2.2. INFLITE may, without prejudice to any other rights or remedies it may have in respect of such default, cancel the Agreement with no liability to the Customer or the passengers; and
  - 3.2.3. the Customer will be liable for the cancellation charges in accordance with Clause 4.
- 3.3. In respect of:
- 3.3.1. a Charter, the Price includes the cost of fuel, oil, maintenance, landing, hangarage, parking, ground handling, insurance of the Aircraft and the remuneration and expense of aircrew during the Itinerary and any Activity or Activities set out in the Charter Booking Confirmation.
  - 3.3.2. Individual or Group Bookings, the Price includes the services described in the Ticket.
- 3.4. All other costs for both Charter and Individual or Group Bookings including, but not limited to, licence fees, clearance fees, royalties, baggage screening charges, security charges, customs duties, airport and passenger taxes and levies, taxes and levies against forwarders of baggage or freight, any connections to and from airports, ground accommodation, ground transfers, cabin service, on-board satellite telephone costs, passenger travel insurance, insurance in respect of freight, visa or visa waiver fees, all personal costs of passengers outside of those expressly set out in the Agreement, and any other costs whatsoever and howsoever arising shall be paid by the Customer within five (5) Working Days of being invoiced to the Customer unless otherwise specified in the Charter Booking Confirmation or the Ticket.
- 3.5. Unless specified otherwise in the Charter Booking Confirmation, the Ticket or any INFLITE website, the Price and all other charges provided for in the Agreement are in New Zealand Dollars and are exclusive of GST (if any). Payment shall be made by cash, EFTPOS, Visa, Mastercard, or direct credit. If paying by credit card the Customer acknowledges that additional fees may apply including fees charged by the Customer's card issuer for converting currency.
- 3.6. Where the Customer requests any variations to the Charter Booking Confirmation or the Ticket after the Charter Booking Confirmation has been accepted or the Ticket issued in accordance with clause 2.1 and INFLITE in consultation with the Operator is able to accommodate such variations, an updated Charter Booking Confirmation (for a Charter) and Price (including any reasonable administrative costs incurred by INFLITE in re-issuing the Charter Booking Confirmation or Ticket) will be provided to the Customer for acceptance and upon acceptance the Customer will pay any difference due in accordance with clause 3.1

and INFLITE will issue an updated Ticket in respect of an Individual or Group Booking. In the event that the Price increases and such increase is not acceptable to the Customer the Customer may:

- 3.6.1. proceed with the original Charter Booking Confirmation or Ticket at the original Price; or
- 3.6.2. cancel the Agreement and the cancellation provisions at clause 4 shall apply.

#### 4. CANCELLATION

4.1. The Customer may cancel the Agreement by notice in writing to INFLITE in accordance with the terms set out in this clause.

4.2. If the Customer cancels the Agreement the Customer will be obliged to pay to INFLITE the cancellation charges set out below.

4.3. In relation to Charters:

Time of cancellation	Cancellation charge
More than 20 Working Days prior to first SDT	Nil
20 to 10 Working Days prior to first SDT	20% of the Price
9 Working Days to 48 hours prior to first SDT	50% of the Price
Less than 48 hours prior to first SDT or after the first SDT	100% of the Price

4.4. In relation to Individual or Group Bookings:

Time of cancellation	Cancellation charge
More than 48 hours prior to SDT for Skydive	Nil
48 hours to 24 hours prior to SDT for Skydive	50% of the Price
Less than 24 hours prior to SDT for Skydive	100% of the Price

4.5. INFLITE may apply any monies already received from the Customer towards the cancellation charges set out in clause 4.2.

4.6. If INFLITE cancels one or more of the flights or Activities in the Itinerary due to weather or other circumstances beyond the control of INFLITE including, without limitation, the Aircraft becoming unavailable or unserviceable for any reason, or INFLITE cancels any services pursuant to Clause 10.3, INFLITE will:

4.6.1. use its best endeavours to reschedule the flight or Activity or find an alternative Aircraft or Operator to provide the Itinerary on terms and conditions as close as possible to those agreed in the Charter Booking Confirmation or Ticket and present the same to the Customer for acceptance; or

4.6.2. if INFLITE is not able to reschedule the flight or Activity or substitute another Aircraft or the Customer does not accept any available alternative, INFLITE shall pay to the Customer the portion of the Price applicable to the unperformed flight or Activity of the Itinerary. However, the Customer shall remain liable to pay for any part of the Itinerary that has already been performed.

4.7. INFLITE may cancel the Agreement immediately by notice in writing:

- 4.7.1. in accordance with clause 3.2;
  - 4.7.2. if the Customer commits a breach of the Agreement which is incapable of remedy or which, if capable of remedy, is not remedied within such reasonable time as INFLITE requires; or
  - 4.7.3. if, in the sole opinion of INFLITE, the Customer is declared bankrupt or becomes or is likely to become insolvent or is unable to pay its debts as they fall due, or takes any action or any steps are taken or legal proceedings are started for its winding-up, dissolution, liquidation, or re-organisation.
- 4.8. If INFLITE cancels the Agreement under clause 4.7, the Customer shall be liable for cancellation charges in accordance with Clause 4.2 and INFLITE shall have no liability to the Customer in respect of the cancellation.

## **5. OPERATION OF FLIGHTS AND ACTIVITIES**

- 5.1. The operation of the Itinerary will be subject to the Agreement and any additional terms and conditions of the Operator or Activity Provider which shall be read in conjunction with and form part of the Agreement.
- 5.2. The Customer must:
  - 5.2.1. if a Charter, provide INFLITE with a passenger manifest prior to commencement of each flight, in such form as INFLITE may require;
  - 5.2.2. comply with and, if a Charter, procure that all passengers comply with all rules and regulations of INFLITE, the Operator and any Activity Provider regarding health and safety, carriage of passengers, baggage and freight and security requirements, as applicable.
- 5.3. If a Charter, the Customer will ensure that all passengers to be carried are made aware of the terms of the Agreement and any additional terms and conditions of the Operator before the commencement of each flight in the Itinerary or of any Activity Provider before the commencement of any Activity.
- 5.4. Unless otherwise advised by INFLITE or the Operator, where the Purpose of a Charter is or includes:
  - 5.4.1. the carriage of passengers, all passengers must report for check-in at the place of departure and at the time specified in the Itinerary but in any event a minimum of thirty (30) minutes prior to the SDT in respect of Domestic Carriage and two (2) hours prior to the SDT in respect of International Carriage;
  - 5.4.2. the carriage of freight, the freight must be delivered to the place of departure specified in the Itinerary and ready to load a minimum of four (4) hours prior to the SDT of the relevant flight with any relevant paperwork as instructed by INFLITE or the Operator;
  - 5.4.3. any specialised use of the aircraft in accordance with clause 10, at the time and with the paperwork instructed by INFLITE to the Operator.
- 5.5. Unless otherwise advised by INFLITE or the Operator:
  - 5.5.1. for any Individual or Group Booking except where a Skydive is part of the Itinerary, the Customer must report for check-in at the place of departure specified in the Itinerary a minimum of thirty (30) minutes prior to the SDT;
  - 5.5.2. for any Individual or Group Booking where a Skydive is included in the Itinerary, the Customer must report for check in at the place of departure specified in the Itinerary a minimum of thirty (30) minutes prior to the activity time noted on the Ticket.

- 5.6. At check-in INFLITE may require that passengers, baggage and freight (as relevant) are weighed prior to loading on the Aircraft for operational and safety reasons. INFLITE may require Customers undertaking an Activity to undertake an instructional safety briefing prior to loading.
- 5.7. Where the Itinerary includes International Carriage, each Customer and passenger will be required to present to INFLITE or the Operator (as relevant) their passport with six (6) months remaining prior to expiry and a valid visa (or similar required documentation) for the relevant country or countries in the Itinerary, if applicable. Obtaining a valid visa or similar required documentation is the sole responsibility of the Customer and the passengers and INFLITE and/or the Operator will have no liability to the Customer or the passengers in respect of the same.
- 5.8. INFLITE reserves the right to refuse to carry the Customer or carry out the Charter (as applicable) and may make the Customer's seat or seats (in respect of an Individual or Group Booking) or the Aircraft (in respect of a Charter) available to third parties where the Customer does not meet its obligations pursuant to clauses 5.2, 5.4, 5.5, 5.6 and 5.7 as applicable.
- 5.9. If the performance of the Itinerary is prevented or delayed by:
- 5.9.1. the Customer or any passenger for any reason, the Operator may, at its absolute discretion, and without liability, depart as scheduled or delay or cancel departure in which case any additional expense attributable to the Customer to such a cancellation or change to the time of departure shall be borne by the Customer; or
  - 5.9.2. any event outside of the control of INFLITE and the Operator including without limitation weather, a force majeure, Act of God (including volcanic eruption, earthquake, tsunami or other disaster), actions of a third party, strikes or industrial action, warfare, technical breakdown or accident to the Aircraft, breakdown or malfunction of any machinery used in relation to the Aircraft or the flight of the Aircraft or similar, the Operator shall use all reasonable endeavours to perform or continue the Itinerary but neither INFLITE nor the Operator shall have any liability to the Customer whatsoever as a result of such non-performance or delay except as provided for in the Civil Aviation Act 1990 in respect of Domestic Carriage and the Montreal Convention (Article 19 and Article 22.1) in respect of International Carriage where relevant.
- 5.10. The Operator shall be entitled to vary the Itinerary where reasonably determined by the Operator to be necessary for safety reasons or as required by law and any additional expenses applicable to such variation shall be borne by the Customer. If the Aircraft for any reason is diverted from any airport, aerodrome or destination shown in the Itinerary to another, the journey to the scheduled destination shall be deemed to be complete when the Aircraft arrives at such other destination.
- 5.11. The pilot in command of the Aircraft shall have absolute discretion to:
- 5.11.1. refuse any passenger(s), baggage, freight or any part thereof;
  - 5.11.2. refuse to allow any Activity during the flight including, without limitation, a Skydive;
  - 5.11.3. decide what load may be carried on the Aircraft and how it shall be distributed;
  - 5.11.4. decide whether and when a flight may be safely undertaken and where and when the Aircraft shall be landed; and
  - 5.11.5. make any other operational decisions as permitted by the Civil Aviation Rules.

- 5.12. The Customer shall ensure that any baggage, freight or other items to be transported are sufficiently and properly packed for carriage and shall supply adequate tie-down material or such other equipment as is reasonably necessary to transport the baggage, freight or other items safely taking into account all reasonable demands of the Operator and the pilot in command and where necessary complying with IATA Dangerous Goods Regulations, a copy of which is available for inspection at the office of INFLITE, and any other applicable laws, regulations or rules.
- 5.13. The Operator shall be entitled at its own discretion and without compensation to the Customer to use any part of the carrying capacity of the Aircraft unused by the Customer except, in the case of a Charter where the Purpose is that of the carriage of passengers, by means of the carriage of additional passengers, and to operate the Aircraft during any part of the Itinerary unused by the Customer.

## **6. CUSTOMER AND PASSENGER CONDUCT**

- 6.1. The Customer undertakes that it will, and in the event of a Charter will procure that all passengers will, obey all lawful commands given by INFLITE, the Operator, the crew, the pilot and in the event of an Activity (including a Skydive), the instructor, for the duration of any flight which is part of the Itinerary.
- 6.2. INFLITE, the Operator and the pilot in command each reserve the right to refuse boarding and carriage of or remove any passenger:
- 6.2.1. whose behaviour is disruptive or threatens the safety of any person;
  - 6.2.2. who is intoxicated or under the influence of drugs; or
  - 6.2.3. who fails to obey any lawful command in accordance with Clause 6.1,
  - 6.2.4. who in the sole opinion of the Operator or the pilot in command is not fit to travel for any other reason; and
- INFLITE, the Operator and the pilot in command further reserve the right to refuse to carry baggage, freight or any other item or operate any flight which in the sole opinion of INFLITE, the Operator or the pilot in command is not safe to be carried or cannot or should not be carried for any other reason, and neither INFLITE nor the Operator shall be required to refund to the Customer or any passenger (where relevant) any part of the Price where a passenger, baggage, freight or any other item has been refused or removed in the circumstances contemplated by this clause.
- 6.3. Infants must travel on an accompanying adult's lap, with a maximum of one infant per adult, and the accompanying adult must utilise the infant safety belt provided by the Operator to secure the infant during the flight.
- 6.4. Only passengers listed on a Charter Booking Confirmation or who hold a Ticket may travel on an Aircraft.

## **7. IN-FLIGHT VIDEO RECORDINGS AND PHOTOGRAPHS**

- 7.1. In-flight video recordings and photographs may be available on certain Aircraft and Itineraries at the sole discretion of INFLITE and the Operator and a copy of such recordings and photographs may be made available for purchase (electronically, on USB, CD or another storage device) at the end of the Itinerary. Any such sales are not included in the Price (unless expressly stated) and will be charged separately. For the avoidance of doubt, neither INFLITE nor the Operator is under any obligation whatsoever to release in-flight video recordings or photographs to the Customer or any passenger.
- 7.2. The Customer agrees and consents and if a Charter shall procure that each passenger agrees and consents:

- 7.2.1. to video recordings being made of all flights and Activities in the Itinerary and the passengers onboard the Aircraft during such flights for the purposes of the in-flight video recordings and photographs;
  - 7.2.2. to hold INFLITE and the Operator and their respective employees and contractors harmless from any loss or liability connected with the recording of in-flight video recordings;
  - 7.2.3. to assign all rights in the video recordings in respect of the Customer's (and if a Charter, each passenger's) image, likeness and statements to INFLITE and grant permission for INFLITE to use and sell the video recordings for promotional purposes in publications, advertising and in any medium whatsoever (including the internet).
- 7.3. It is the Customer's sole responsibility to inform INFLITE and the Operator before commencement of the Itinerary if the Customer does not wish in-flight video recordings to be made.

## **8. LIABILITY AND INDEMNITY**

- 8.1. Where the Customer is a business, the Customer and INFLITE agree:
- 8.1.1. that the services being provided are supplied and acquired in trade;
  - 8.1.2. that the provisions of the Consumer Guarantees Act 1993 (in its entirety) and sections 9, 12A and 13 of the Fair Trading Act 1986 do not apply;
  - 8.1.3. that it is fair and reasonable that the parties are bound by the provisions of the Agreement.
- 8.2. INFLITE acknowledges that where clause 8.1 does not apply, all provisions of the Consumer Guarantees Act 1993 and the Fair Trading Act apply to the provision of the services to the Customer except as expressly provided in the Agreement and allowed by law.
- 8.3. Notwithstanding any other clause in the Agreement, the liability of INFLITE and the Operator to the Customer for Domestic Carriage, for:
- 8.3.1. delay shall be as set out in Part 9B of the Civil Aviation Act 1990 (as amended, updated or replaced);
  - 8.3.2. damages for personal injury or death of a passenger shall be excluded to the extent applicable pursuant to the Accident Compensation Act 2001 (as amended, updated or replaced);
  - 8.3.3. loss or damage to checked baggage, freight and other items is limited to NZ\$2,000 for each unit of baggage, freight or item lost or damaged, except where baggage is carried at declared value. Neither INFLITE nor the Operator is responsible for normal wear and tear of baggage, freight or other items.
- 8.4. Where carriage includes International Carriage:
- 8.4.1. the terms of the Convention for Certain Rules Relating to International Carriage by Air, signed at Montreal, 28 May 1999 (**Montreal Convention**) will apply in respect of claims relating to Customers, passengers, baggage and freight items including the extent and limitations of liability of INFLITE;
  - 8.4.2. the liability of INFLITE and the Operator in respect of delay in the carriage of persons is limited to 4694 Special Drawing Rights per passenger;

- 8.4.3. the liability of INFLITE and the Operator in respect of destruction, loss, damage or delay of baggage is limited to 1131 Special Drawing Rights per passenger unless the passenger proves that the damage resulted in an act or omission by INFLITE or the Operator;
- 8.4.4. the liability of INFLITE and the Operator in respect of destruction, loss, damage or delay of freight is limited to 19 Special Drawing Rights per kilogram;
- 8.4.5. the liability of INFLITE and the Operator in respect of a death or bodily injury claim is limited to 113,100 SDR where INFLITE or the Operator proves that such damage was not due to INFLITE's or the Operator's negligence, wrongful act or omission, or due solely to the negligence or wrongful act or omission of a third party;
- 8.4.6. claims made pursuant to this clause are limited to those claims brought by the Customer or passenger or in the case of the death of the Customer or a passenger the executors or administrators of the estate of that Customer or passenger;
- 8.4.7. where any cost, loss or damage relating to a claim is partially or wholly caused by or contributed to by the Customer or passenger INFLITE or the Operator may be wholly or partially exonerated from its liability;
- 8.4.8. INFLITE has no liability whatsoever in respect of any death, illness, bodily injury caused by the Customer or passenger's age or physical condition (including where such physical condition is aggravated by flying).
- 8.5. INFLITE and the Operator will have no liability in respect of International Carriage for:
  - 8.5.1. destruction, loss of or damage to your baggage if the same results from a defect of the baggage;
  - 8.5.2. destruction, loss of or damage to unchecked baggage unless the damage results from a fault of INFLITE or the Operator;
  - 8.5.3. damage caused by your baggage;
  - 8.5.4. damage to or loss of articles not permitted to be carried except as otherwise provided on the Montreal Convention and subject to applicable defences including contributory negligence and wrongful acts or omissions by the Customer and passengers;
  - 8.5.5. general wear and tear or damage to protruding or moving parts of baggage.
- 8.6. The liability of each of INFLITE and the Operator to the Customer:
  - 8.6.1. is limited to proven losses and, subject to the Montreal Convention in respect of International Carriage, is limited to direct compensatory damages up to a total amount of the Price for the Itinerary; and
  - 8.6.2. indirect losses, loss of profit, exemplary or consequential losses or damages are excluded except where:
    - 8.6.2.1. clause 8.2 does not apply in which case the limitation of INFLITE's liability will be subject to the applicable provisions of the Consumer Guarantees Act and the Fair Trading Act; or
    - 8.6.2.2. liability in respect of any matter is otherwise expressly provided for in the Agreement including but not limited to clause 8.3 or otherwise by law.

Nothing in this clause shall exclude or restrict any liability of INFLITE or the Operator for death or personal injury arising out of its negligence or any liability which may not lawfully be excluded.

- 8.7. Except as expressly provided in this Agreement, nothing in this Agreement will waive any defence or exclusion of limitation of liability of INFLITE or the Operator under any applicable law.
- 8.8. Any claim relating to damage of baggage or freight must be notified to us in writing within 7 days of the end of the carriage of the baggage or the freight.
- 8.9. Unless otherwise provided by law any right to damages will be extinguished if an action is not brought within two years of the date upon which the Customer, passenger, baggage or freight arrived at its destination, was scheduled to arrive at its destination, or the date upon which the carriage stopped.
- 8.10. The Customer shall ensure that the dangerous goods (including but not limited to weapons, chemicals, explosives, flammable substances, poisonous or toxic substances, corrosive materials) and other items from time to time specified by the Operator are not carried in hand luggage, checked baggage or freight on any flight. Fragile items, valuables such as jewellery and money, electronic equipment, commercial goods, business documents, passports and other travel documents must be carried in hand luggage unless otherwise arranged with the Operator. The Customer acknowledges that neither INFLITE nor the Operator shall have any liability to the Customer or any passenger for loss caused by any breach of this clause by the Customer or by any passenger. The Customer will indemnify and keep indemnified INFLITE and the Operator for any loss, damage, liability, claim, cost or expense of whatsoever nature (including legal costs and fees) suffered or incurred by any of them arising out of, caused or contributed to by the Customer (or, if a Charter, any passenger) breaching this clause.
- 8.11. Where clause 8.1 applies, the Customer shall indemnify and keep indemnified and release each of INFLITE and the Operator and their respective directors, officers, employees, agents and subcontractors from and against any loss, damage, liability, claim, cost or expense of whatsoever nature (including legal costs and fees) suffered or incurred by any of them arising out of, caused or contributed to by any breach of the Agreement or by any act or omission of the Customer or its officers, employees, agents, subcontractors or person carried on the Aircraft whether arising in contract or tort (including negligence) or otherwise. This indemnity shall survive completion or termination of the Charter Booking Confirmation, Ticket, Agreement and all or any part of the Itinerary.
- 8.12. Where, in the case of a Charter, the Customer requests that the Operator operates the Aircraft to, at or from private property, it shall be the responsibility of the Customer to provide to the Operator prior to the SDT of that flight the written permission from the property owner that the Aircraft may land and confirmation that the landing site is suitable and safe. The Customer shall indemnify each of INFLITE and the Operator and their respective directors, officers, employees, agents and subcontractors from and against any loss, damage, liability, claim, cost or expense of whatsoever nature (including legal costs and fees) suffered or incurred by any of them arising out of, caused or contributed to by operating the Aircraft to, at or from such private property.
- 8.13. INFLITE's liability to you is limited. INFLITE strongly recommends that the Customer and each passenger obtain adequate insurance with a reputable broker in respect of the Itinerary, Activities and the Customer's (and in the case of a Charter, each passenger's) baggage, freight and possessions, including insurance which covers for changes in travel plans, travel cancellation, medical and hospital expenses, personal injury and death, baggage damage, delay or loss, missed flight connections and additional expenses. INFLITE and the Operator will not be liable for any baggage, freight or items left at INFLITE's premises, the Operator's premises, the point of departure for a flight or where an Activity takes place by any Customer or passenger. Such items are left at the Customer's or passenger's own risk.

## **9. ACTIVITIES**

- 9.1. Where the Customer has requested that INFLITE provides or organises a certain Activity or Activities as part of the Itinerary the Customer:
- 9.1.1. acknowledges and agrees that some Activities may have age limits and weight limit;
  - 9.1.2. agrees, and, if a Charter, shall procure that the passengers agree, to any terms and conditions in respect of the provision by INFLITE or the Activity Provider of such Activity or Activities;
  - 9.1.3. shall follow, and, if a Charter, shall ensure that the passengers follow, all instructions and directions of the Activity Provider and its employees and contractors in respect of the Activity; and
  - 9.1.4. will provide, and, if a Charter, will procure that each passenger provides, a waiver in respect of their participation in the Activities if required.
- 9.2. INFLITE and the Operator reserve the right to prohibit or stop the Customer or any passenger from participating in any Activity at their sole discretion including where clause 9.1 is not complied with or where they are of the opinion that health and safety issues exist including, without limitation, the failure of the Customer or any passenger to follow the instructions or directions of INFLITE or the Activity Provider.

## **10. SPECIALISED USE OF AIRCRAFT**

- 10.1. Where the Customer wishes to charter an Aircraft for specialised purposes such as helicopter crane services, fire-fighting, photography and filming, lifting and transporting specialised freight or items including, without limitation, oversize items or items which do not fit into the Aircraft (including construction materials, spa pools and pools) which require such items or freight to be suspended or attached to the Aircraft, or lifting of, suspending from or attaching to the Aircraft persons for any reason, the Customer agrees that special terms and conditions may apply as agreed between INFLITE, the Operator and the Customer and recorded as further terms of the Charter Booking Confirmation.
- 10.2. The Customer will be liable for any extra costs involved in providing such specialised services as contemplated in clause 10.1 including, without limitation, the costs of any safety reports or advice required by INFLITE and the Operator and any extra insurance required in respect of the provision of such services.
- 10.3. INFLITE and the Operator reserve the right to immediately suspend, cancel or alter the provision of the specialised services where in the opinion of INFLITE, the Operator or the pilot in command to proceed with the services may endanger any person or property and the provisions of clause 4.4 shall apply.

## **11. GENERAL PROVISIONS**

- 11.1. In the event that the terms set out in the Charter Booking Confirmation or Ticket conflict with these Conditions, the terms of the Charter Booking Confirmation or Ticket (as applicable) will prevail.
- 11.2. INFLITE reserves the right to:
- 11.2.1. charge default interest in the amount of 15% per annum on any amount due for payment by the Customer, from the date upon which the payment is due until the date upon which the payment is made; and
  - 11.2.2. recover any costs incurred (including costs incurred on a client solicitor basis) from the Customer in respect of any actions taken to recover any amount owing by the Customer under this Agreement.

- 11.3. No failure by either Party to exercise, nor any delay in exercising, any right or remedy under the Agreement shall operate as a waiver of that or of any other right or remedy, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of that, or the exercise of any other, right or remedy.
- 11.4. Neither Party shall assign any of its rights or obligations under the Agreement in whole or in part without the prior written consent of the other Party, such consent not to be unreasonably withheld.
- 11.5. Any notice required to be given to a party under the Agreement may be given by email.
- 11.6. The Agreement shall be governed and construed in accordance with New Zealand law and the New Zealand Courts shall have non-exclusive jurisdiction to settle any claim or matter arising under the Agreement.
- 11.7. Except as otherwise expressly stated in the Agreement, nothing in the Agreement is intended to confer on any person other than the parties hereto, any rights, benefits or remedies. The Customer acknowledges that for the purposes of the Contract and Commercial Law Act 2017, the Agreement contains provisions which confer a benefit on, and are intended to be enforceable by, the Operator and any Activity Provider.
- 11.8. INFLITE takes its obligations to its customers under the Privacy Act 1993 (Privacy Act) seriously. Where applicable under the Privacy Act, INFLITE acknowledges that the Privacy Act principles apply to information collected by INFLITE or the Operator. By submitting a Booking Request with INFLITE the Customer is (and any other individuals for whom the Customer is booking and the passengers in respect of a Charter are) deemed to consent to the collection of all personal information required by INFLITE and/or the Operator to provide the services pursuant to the Agreement and for marketing and promotional purposes. You authorise us to retain, transmit and share such information to other passengers named in your booking, government agencies and emergency service providers. Your information may be disclosed to countries which do not provide the same level of privacy as that provided under the Privacy Act. You have the right to inspect and correct any of your personal information held by us. Any privacy queries should be directed to [privacy@inflitecharters.com](mailto:privacy@inflitecharters.com). You consent to receiving electronic messages from INFLITE for the purposes of the Unsolicited Electronic Messages Act 2007.