

Terms and Conditions

TERMS USED

Unless the context otherwise requires, in these Conditions of Carriage:

Airline Designator Code, means the two or three characters or letters which identify particular air carriers
PNG Air, CG, We, Us, Our, Ourselves, means **Airlines of Papua New Guinea Limited** trading under its trademark **PNG Air**

Authorised Agent, means a licensed passenger sales agent who represents PNG Air in the sale of air passenger transportation on PNG Air services

Baggage, means your personal property accompanying you on your flight and includes your checked baggage and cabin baggage

Baggage Allowance, means the amount of cabin baggage and checked baggage which is included in your fare for travel on PNG Air services

Baggage Check, means the part of the ticket issued by PNG Air or an Authorised Agent which is related to the carriage of your checked baggage

Baggage Identification Tag, means the numbered baggage tag issued to you that corresponds to the numbered tag attached to an item of checked baggage

Blood or breath alcohol concentration (BAC) is the amount of alcohol in the body of the person tested and is measured by the concentration of alcohol in the person's breath or blood. It is measured in grams of alcohol per 100 millilitres of blood. For example, a BAC of 0.05 means the person's body contains 50 milligrams of alcohol per 100 millilitres of blood. The BAC is measured using a breath testing unit (or such other alternative method as PNG Air may choose to use from time to time)

Cabin Baggage, means any of your baggage accompanying you on the flight, other than checked baggage
Carrier, means an air carrier

Checked Baggage, means that part of your baggage which has been lodged with PNG Air for carriage in the hold of the aircraft and for which a baggage identification tag has been issued

Check-In Deadline, means the time specified by PNG Air by which you must have completed check-in formalities

Conditions of Carriage, means these Conditions of Carriage, the conditions appearing on the electronic ticket receipt and the fare rules

Convention, means: The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (the Warsaw Convention), the Warsaw Convention as amended at The Hague on 28 September 1955, the Warsaw Convention as amended at The Hague and by Additional Protocol No. 1, 2 or 4 of Montreal (1975), the Guadalajara Supplementary Convention (1961), or the Montreal Convention (1999)

Days, means calendar days

Domestic Travel, means travel where the departure point and the destination are both situated in the same country and there is no stop outside that country

Electronic Ticket, means the electronic booking record created by PNG Air or an Authorised Agent, which is held in the PNG Air database

International Carriage, means carriage in which the place of departure and the place of destination are situated in different countries and includes any flights within those countries when combined with international flights

Itinerary, Receipt and Tax Invoice, means a document issued to passengers travelling on electronic tickets by PNG Air or their Authorised Agents and which includes the passenger's name, flight and payment information and notices

Passenger, you, yourself, means any person with a Ticket who is carried or is to be carried on an aircraft, except members of the crew

Special Drawing Rights (or SDRs), means the official unit of exchange of the International Monetary Fund. 1 SDR is the equivalent of approximately AUD1.90, but this is subject to fluctuating exchange rates.

Tariff, means any fare file filed in the PNG Air reservations system, in airline global distribution systems, or with government authorities

Ticket, means the document issued by PNG Air or an authorised agent entitled "Passenger Ticket and Baggage Check", or an electronic ticket as described above

Application of the Conditions of Travel

These Conditions of Carriage apply to:

- travel on PNG Air flights wholly within Papua New Guinea, and
- travel on PNG Air international flights,
Which are those flights where the Airline Designator Code "CG" is shown in the ticket and in any case where we have a legal liability to you in relation to your flight.

Gratuitous or Reduced Fare Carriage

These Conditions of Carriage also apply to gratuitous and reduced fare carriage, unless you have been informed otherwise in writing by PNG Air

Basis of Carriage

The carriage of a Passenger on any flight by PNG Air under the CG Airline Designator Code is, without exception, subject to:

- these Conditions of Carriage
- any applicable Tariffs filed by us with regulatory bodies
- the Convention, and/or Papua New Guinea laws, as applicable, and any other applicable laws
- any specific directions given to a Passenger in writing, or orally by our staff

Overriding Law

These Conditions of Carriage are applicable unless they are inconsistent with any Tariffs or applicable laws which apply to your carriage with us, in which event the Tariffs or laws will apply.

Read Down

If any of these Conditions of Carriage is invalid, illegal or unenforceable, it will be read down to the extent necessary to ensure that it is not invalid, illegal or unenforceable, but if that is not possible, it will be severed from the Conditions of Carriage and the other conditions will remain valid.

Cannot Vary

No PNG Air employee or other person is authorized to vary any of these Conditions of Carriage. However, this does not affect our right to waive any fare rule or amount payable. A waiver on one occasion does not constitute a waiver on any other occasion.

Legal notices associated with claims arising out of carriage

All claims or demands arising out of carriage on an PNG Air service must be made in writing addressed to PNG Air's General Counsel at our Head Office in Port Moresby Papua New Guinea. Any documents commencing or connected with legal proceedings against PNG Air must be served on PNG Air in accordance with relevant legislation or rules of court.

Conditions Prevail

If any of these Conditions of Carriage is inconsistent with any special procedures we may have (e.g. for the carriage of unaccompanied minors, passengers with limited mobility), these Conditions of Carriage will apply.

Charter Operations

If carriage is performed by us under a charter agreement, these Conditions of Carriage apply unless you have been informed otherwise in writing by PNG Air

Other Forms of Transportation

If PNG Air makes arrangements for you with any third party to provide any services, the terms and conditions of the third party service provider will apply

Our Name and Address

Our full company name, Airlines of Papua New Guinea Limited, may be abbreviated to PNG Air or CG. Our business address is Jacksons International Airport, Port Moresby, Papua New Guinea.

CONDITIONS OF CARRIAGE

1. Our Conditions of Carriage

These Conditions of Carriage govern our obligations and liability to you. The obligations and liability of any other carrier involved in your journey will be determined by that carrier's own conditions of carriage. If we issue a ticket or if we check-in baggage for carriage on another carrier's flight, we do so only as agent for that carrier and subject to that carrier's conditions of carriage.

2. Application of Convention

International carriage will be governed by the Convention, where applicable, or under these Conditions of Carriage and applicable laws where the Convention does not apply. Our liability may be limited in respect of death or injury and for destruction or loss of, or damage to, baggage, and for delay.

3. Travel Preparations

You are responsible for making all necessary arrangements for your travel and ensuring that you comply with all laws, regulations and orders of the places you will travel to, such as:

- finding out from relevant consulates whether you need a passport, visa or other travel document, health document or evidence of onward travel
- obtaining those documents
- obtaining inoculations, and
- finding out about dangers to your health and safety at your destination and any stopover

If we provide assistance for any of the above aspects of your travel, this does not release you from your responsibility in respect of these matters.

4. Conditions at Destination

You should enquire about any local issues and conditions at your destination(s) prior to commencing travel. We make no representations as to the safety, conditions or other issues that may exist at any destination. Travel advice can be obtained from various sources, including local governments, local consular offices and the website of the [Australian Department of Foreign Affairs and Trade](#).

5. Travel Insurance

Because travel involves many risks, and our liability to you is limited, it is recommended that you purchase travel insurance, which can cover things like:

- changes in travel plans and travel cancellation
- medical and hospital expenses
- repatriation costs for you and your travel companions
- personal injury and death
- delayed, damaged or lost Baggage and other items

6. Ticket Issued for Carriage on Another Carrier

If we issue a ticket for you to be carried on another carrier's flight, or check in baggage for carriage on another carrier, we do so only as agent for that carrier. The conditions of carriage of the other carrier providing those services will apply.

7. Codeshares

Although you have made a reservation with PNG Air and hold a Ticket for an PNG Air flight (i.e. a flight with a CG Airline Designator Code), you may at times travel on another carrier's aircraft.

8. Health

We may refuse to carry you if we, acting reasonably, are not completely satisfied that it is safe for you to fly. Before you make a reservation you should tell us if you suffer from any illness, disease or other condition which may make it unsafe for you or other Passengers if you fly.

a) Deep vein thrombosis (DVT):

Some studies have concluded that prolonged immobility may be a risk factor in the formation of clots in the legs, DVT. If you feel you may be at risk from DVT or other health problems, we recommend you consult with your doctor before travel.

b) Pregnancy:

If you are pregnant, medical clearance is not required provided travel is completed by the end of the 32nd week of pregnancy.

For travel beyond the 32nd week of pregnancy, medical clearance is required. You must carry a letter from a registered/licensed medical practitioner stating that your pregnancy is progressing normally and specifying the date on which you expect to give birth.

You must not travel within 48 hours of giving birth. For travel between 2 days and 7 days after delivery, medical clearance is required.

We do not represent that travel is safe for you at any particular point during your pregnancy. You must seek advice from your own medical practitioner. The periods referred to are only our minimum requirements.

9. Personal Information

We collect personal information about you (including health information where necessary) to provide products and services to you, process your travel arrangements, conduct marketing activities and market research, and for immigration and customs control, security, administrative and legal purposes. If the information is not provided by you, we may not be able to provide the service requested.

For these purposes, you authorise us to retain your personal information and to disclose your personal information to our related companies, other Carriers, travel service providers, organisations which provide services to us, such as collecting commissions (for more details see our Privacy Statement on www.PNGair.com.pg), your employer if you are travelling on a Ticket provided through your employer's corporate travel agreement with us, credit and other payment card companies, various law enforcement agencies and governments around the world for security, customs, emergency and immigration purposes. You may be required by government regulations or laws to provide specific personal data or information to us, including information to enable us to notify family members in the event of an emergency.

You can gain access to the information we hold about you and ask for correction of your personal information by contacting PNG Air Customer Care in writing at PO Box 170, Boroko NCD 111, Papua New Guinea.

10. Reservations

A reservation for a flight is made when recorded as accepted and confirmed by PNG Air or an Authorised Agent

11. Ticketing Time Limit

After a reservation is made, the ticket must be paid for before the specified ticketing time limit advised by PNG Air or an Authorised Agent. If payment is not received on or before the specified ticketing time limit, the reservation may be cancelled

12. Reconfirmation

Reconfirmation is not required for our flights. However, you may need to reconfirm your reservation on any other Carriers involved in your journey. You should check the reconfirmation requirements with those other Carriers. If you fail to reconfirm when reconfirmation is required, the Carrier may decide to cancel your reservation.

13. Changes to Reservations

Changes to reservations may be made by contacting PNG Air offices. Contact information for PNG Air appears on the e-ticket receipt and online at www.PNGair.com.pg

Some fare types may be restricted so that you:

- cannot change or cancel any reservation, or
- may request to change any reservation only to a limited extent, or
- may request to change any reservation only by paying the applicable additional service fee or change fee (note: PNG Air may increase fees from time to time, by updating the applicable fare rule on www.PNGair.com.pg)

Fare types with restrictions on changing or cancelling reservations will ordinarily have restrictions on the availability of a refund (taking into account our reasonably incurred administration and processing costs)

14. What your fare covers

Your fare covers the flight(s) for you and your Baggage Allowance:

- from the airport at the place of departure specified on your ticket
- to the airport at the place of destination specified on your ticket

We will work out the fare which applies under our tariff in effect on the date of payment for your ticket for your itinerary and dates of travel

15. What Your Fare Does Not Cover

Your fare does not include ground transport between one airport and another or between the airport and any other place.

16. Travel Insurance

Travel insurance is recommended to cover situations such as, for example, expenses incurred due to cancelled flights, or missed flight connections as a result of delayed flights. Some heavily discounted fares may be partly or completely non-refundable, so you should choose the fare which best suits your needs and consider taking out travel insurance which covers you in case you need to cancel your reservation. Travel insurance is not provided by PNG Air. Passengers are advised to make their own arrangements in regard to insurance.

17. Charges and Taxes

When you buy your ticket, we will tell you about (and you must pay) any charges and taxes not included in the fare and these will normally be shown separately on your ticket.

Charges and taxes change constantly and can be imposed or altered after the date that we have issued your ticket. If any charges or taxes imposed by third parties change after we have issued your ticket, you will have to pay us any increase. Similarly, if any charges or taxes you pay to us when we issue the ticket are abolished or reduced prior to your flight, you will be entitled to claim a refund from us.

18. Goods and Services Tax (GST) – Papua New Guinea

Domestic fares purchased for travel within Papua New Guinea that are not part of International Carriage may be subject to Papua New Guinea GST. If GST is applicable, it will be included in the price of your fare, although it may be shown separately on your ticket.

19. Tickets

Your ticket is the main evidence of our contract with you, so even though you have a reservation for a flight, you may not board that flight without first obtaining a boarding pass by either:

- presenting at check-in a valid and intact ticket issued in your name and containing the flight coupon for that flight, all other unused flight coupons (including the Passenger Coupon) in that ticket and any photo or other identification requested, or
- where a valid international electronic ticket has been issued in your name, checking-in and presenting a valid passport as identification.
- where a valid domestic Papua New Guinea electronic ticket has been issued in your name, checking-in and presenting a copy of the electronic ticket.

A valid ticket/electronic ticket is one issued by us or an Authorised Agent and in respect of which the appropriate fare has been paid.

20. Ticket is a Valuable Document

You should treat your ticket as a valuable document and take all necessary precautions to prevent it being damaged, lost or stolen. If your ticket is lost or stolen, you should notify us and, if away from home, the police as soon as possible.

22. Ticket Not Transferable

You must not give or sell your ticket to anyone else to use. A ticket is not transferable to another person. If someone else presents your ticket for travel and we discover that that person is not you, we will refuse to carry that person. However, if we, acting reasonably, do not discover that the ticket has been transferred and as a result either carry the ticket holder or give them a refund, we:

- are not obliged to replace your ticket or give you a refund, and
- are discharged from all and any liability to provide you a refund
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23. Ticket Validity

Unless the ticket, these Conditions of Carriage or any tariffs which apply state otherwise, a ticket is valid for one year from the date of issue. Where a booking has been changed and a new ticket issued, validity is one year from the date of issue of the original ticket. No credit will remain after the ticket validity has expired.

24. Extended Validity Period: Due to Us

If you are prevented from travelling within the validity period because we:

- cancel your flight
- omit a scheduled stop, being your place of departure, place of destination or stopover
- cause you to miss a connection on another PNG Air flight, or
- are unable to supply you with a confirmed seat

We will extend the validity period. Alternatively, you may be entitled to a refund.

25. Extended Validity Period: Due to You

a) If you become ill

If after having started your journey:

- you become ill and your illness prevents you from travelling on your next ticketed flight within the Validity Period, and
- you want us to extend the validity period so that you can continue your journey

You must give us a medical certificate. The certificate must state the nature of your illness and confirm the date on which you will be fit to travel again. We will then book you on our first flight on or after such date:

- from the point where your journey is resumed
- on which space is available
- in the class of service for which the fare has been paid

If the flight coupons left on your ticket involve one or more stopovers, we may extend the validity period up to a maximum of 3 months. If other members of your immediate family were travelling with you when you fell ill, we will extend the validity period of their tickets for a similar period.

(b) If your travel companion dies

If a passenger dies during their journey and you are travelling in the same party as the deceased, we may decide to do either or both of the following:

- we will not enforce any minimum stay conditions which apply to the tickets
- we will extend the validity period of the tickets for not more than 45 days after the date of death.

(c) If your immediate family member dies

If you have started your ticketed journey and a member of your immediate family dies and you have provided us with a valid death certificate, we may change your tickets and those of any other members of your immediate family travelling with you by doing either or both of the following:

- we will not enforce any minimum stay conditions which apply to the tickets
- we will extend the Validity Period of the tickets for not more than 45 Days after the date of death

26. Requirement for Assistance

You warrant that you can travel independently, or if you cannot, that you are travelling with an accompanying passenger who is able and responsible to ensure that you can travel safely and provide all assistance and supervision you require. An accompanying passenger must, for the purposes of these Conditions, be at least 15 years of age and capable of providing all the assistance and supervision you require to safely complete your journey. If you need to use special services such as wheelchair access, or are travelling with a guide dog, you must inform PNG Air reservations of your needs at the time you make your booking.

27. Infants and Children

An infant (under 2 years) must travel with a passenger who is at least 15 years of age and an immediate family member or authorised guardian. Only one infant per passenger is permitted. Children under 6 years of age must be accompanied by a person who is at least 15 years of age and an immediate family member or authorised guardian. Children from 6 to 11 years of age must travel with a parent or guardian who is at least 15 years of age unless they have been accepted for carriage as an unaccompanied minor. Children from 12 to 15 years of age will be considered able to travel independently unless carriage as an unaccompanied minor has been requested. The age of an infant or child will be considered as the age at the date of commencement of travel.

28. Unaccompanied Minors

If a child from 6 to 11 years of age is travelling without the supervision of a parent or guardian who is at least 15 years of age, they are classified as an unaccompanied minor. In addition, the parent or guardian of a child 12 to 15 years of age may request that the child is carried as an unaccompanied minor. Children under 6 years of age must be accompanied by a person who is at least 15 years of age and who is an immediate family member or authorised guardian. To make a booking for an unaccompanied minor, please contact an PNG Air office. Bookings cannot be made online. An "Unaccompanied Minor" form, which must be completed in triplicate, may be downloaded from the website or obtained from PNG Air offices or at the airport and must be completed prior to check-in for the flight.

Parents/Guardians at both the departure and arrival airports must have identification and this identification must match the name on the "Unaccompanied Minor" form. A non-refundable unaccompanied minor handling fee of PGK100.00 per sector per child will apply.

29. Guide dogs

If you are sight or hearing impaired, your fare also covers carriage of your registered guide dog. However, you must notify us of the requirement for your guide dog to travel when you make your reservation.

When you check-in, you must bring with you your dog's certificate of registration as a guide dog, suitable dog food and all of the dog's valid health and vaccination certificates, entry permits, and all other documents required by any applicable law, regulation or order of the places to which you are travelling.

Guide dog carriage shall be subject to such other requirements as we may, acting reasonably, implement from time to time in relation to the carriage of guide dogs.

30. Wheelchairs

Your fare also covers carriage of your wheelchair, if you require one to travel. Manually propelled wheelchairs are available for use within the airport. You must notify us of these requirements when you make your reservation.

a) Manually propelled wheelchairs

Where possible, you can choose to use your own manually propelled wheelchair to get to the aircraft. Your wheelchair will then be stowed in the aircraft hold. Upon arrival at your destination, you may choose to have your wheelchair returned to you at the aircraft.

Note: Only wheelchairs that were taken through security screening on departure can be returned to you at the aircraft at your destination.

All manually propelled wheelchairs must fit within the size restrictions shown in the table below in the unfolded, folded or upright position. If the wheelchair fits within the size restrictions but not in the upright position, the wheelchair can only be carried if it weighs less than 32kgs and the manufacturer has confirmed that the wheelchair can be stored and transported on its side. Otherwise, the wheelchair must fit within the size restrictions in the upright position to be carried.

Note: Whilst all reasonable care will be taken, you remain responsible for obtaining insurance in relation to the carriage of your wheelchair.

b) Motorised wheelchairs

Motorised wheelchairs with non-spillable batteries and gel-type batteries must be checked in as baggage in accordance with dangerous goods regulations:

- The battery must be disconnected
- The battery connections taped down so they cannot connect together during flight
- The battery terminals protected from short circuits by covering the terminals and the battery securely attached to the wheelchair. Wheelchairs with spillable batteries will not be accepted for carriage.

You or your carer is responsible for:

- Complying with the requirements for the handling of motorised wheelchairs prior to checking it in.
- Disassembling the equipment at check-in
- Reassembling the equipment at arrival

In accordance with manufacturer recommendations and to reduce any risk of damage to the wheelchair, all electric wheelchairs, including power assist wheelchairs, must travel in the upright position (folded or unfolded) in the free wheel mode. To facilitate this requirement, the size restrictions set out in the table below apply.

At check in, you will be provided with an airport manually propelled wheelchair for use within the airport and to get you to the aircraft. Upon arrival at your destination, you will be provided with a manually propelled wheelchair to get you from the aircraft to the baggage collection area, where you can collect your motorised wheelchair.

Maximum wheelchair dimensions

Aircraft	Width	Height	Length
Dash 8 and ATR85	85cm	130cm	115cm

31. Change to Travel Plans

If you have a partly used ticket and you need to change your travel plans because of events beyond your control, you must contact us as soon as possible. We will use reasonable efforts to transport you to your next stopover or final destination without recalculating the fare.

32. Events Beyond Your Control

If:

- you are travelling on private travel and not on business
- you have been prevented from travelling by Events Beyond your Control, and

- all or part of the fare for your ticket is non-refundable
We will give you a credit for the non-refundable part of the fare for future travel on us provided that you:
 - have a completely unused ticket
 - have told us promptly about the events beyond your control, and
 - have given us satisfactory evidence of these events beyond your control
- The credit can be used for future travel on PNG Air flights (i.e. a flight with a CG Airline designator code if you were originally travelling on a CG flight). We may deduct a reasonable service fee from the credit to cover our administration costs.

33. Baggage Allowance

You may carry some baggage free of charge provided you comply with our baggage requirements which are set out below.

(a) Cabin Baggage

We set maximum dimensions and weights for cabin baggage which must also:

- fit under the seat in front of you; or
 - fit in an enclosed storage compartment in the cabin of the aircraft.
- You must check it in as checked baggage if:
- your cabin baggage is larger than the maximum dimensions or weights (see table below)
 - does not fit under the seat in front of you or in an enclosed storage compartment, or
 - acting reasonably, we decide that it is not safe to be carried as cabin baggage but it would be acceptable as checked baggage

Cabin Baggage Allowances

Passengers (except infants[^]) are allowed the following cabin baggage (dimensions and weights stated are the maximum permitted):

Aircraft Piece Allowance & Dimensions Weight Allowance

Dash 8 and ATR1 x 105cm bag* 7kg (15 lbs) total

* Total dimensions are measured by adding together the height, width and depth of the bag.

Baggage Dimensions

Length	Height	Depth	Total*
48cm (19in)	34cm (13in)	23cm (9in)	105cm (41in)
56cm (22in)	36cm (14in)	23cm (9in)	115cm (45in)
60cm (24in)	114cm (45in)	11cm (4in)	185cm (73in)

* Total dimensions are measured by adding together the height, width and depth of the bag.

[^] Infants - under 2 years of age.

Oversize or Overweight Cabin Baggage

If you try to bring any such item on board and PNG Air discovers it, PNG Air may do whatever it considers appropriate in the circumstances, including disposing of the item without notifying you, unless

- you told us before you checked in that you wanted to take it into the aircraft cabin, and
- we agreed with you before you checked in to carry it in the aircraft cabin

You may be required to pay a separate charge for this service.

(b) Checked Baggage

No single item may exceed 32kg in weight when you check-in. (However, please note that if the weight limit for your checked baggage allowance indicated in the table below is below 32kg and your bag weighs up to 32kg, then excess baggage charges will be payable). Any item of baggage exceeding the size or weight limit will not be accepted at passenger check-in and must be consigned as cargo through a cargo office.

- You must ensure you have put your name, address and flight details on each item of checked baggage.
- We will give you a baggage identification tag for each piece if requested.

We will carry your checked baggage, whenever possible, on the same aircraft as you are travelling on unless we decide for safety, security or operational reasons to carry it on another flight. If we carry your checked baggage on another flight we will deliver it to you, unless an applicable law says you must be present for customs clearance.

Checked Baggage Allowances (Domestic Papua New Guinea)

Passengers (except infants[^]) are allowed the following checked baggage.

Class	Dimensions	Weight Allowance
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All fare classes	Total dimensions* of each piece must not exceed 158cm (62in)	16 kg (35 lb) total
All fare classes connecting to and from the international services of any other carrier	Total dimensions* of each piece must not exceed 158cm (62in)	23 kg (50 lb) total

*Total dimensions are measured by adding together the height, width and depth of the bag. ^ Infants - under 2 years of age.

All flights

In addition to the baggage allowances referred to above, the following items may be carried free of charge in the hold:

- infant's carry basket
- a fully collapsible wheelchair or mobility aid, subject to occupational health and safety requirements and aircraft limitations
- infant's collapsible stroller/pram

Note:

1. Please be aware that stowage limitations apply on some PNG Air operated services and baggage may at times need to be transported on a different flight.

2. For International carriage, if you are using PNG Air connecting services you are entitled to the applicable International carriage free baggage allowance. Additional baggage may be carried at a per kilo rate. The rates of charge are available from us on request.

We may refuse to carry checked baggage if we reasonably believe that it is not properly and securely packed in suitable containers.

On departure, an infant may be taken as far as the aircraft boarding area in a carry basket or collapsible stroller/pram which will **then be stowed in the aircraft hold. Upon arrival at your destination, the carry basket or collapsible stroller/pram will be returned to you at the aircraft. Please note that no bassinets are available on PNG Air aircraft.**

34. Prohibited Items

We will not carry, and you must not include in your baggage or otherwise try to bring on board the following prohibited items:

- items which are prohibited by any applicable national or international law, regulation or order from being carried on any aircraft
- firearms (except see Clause 38) and weapons of any type, including but not limited to knives, blades, or sharp items of any kind
- Dangerous goods such as: compressed gases (flammable, non flammable or poisonous, such as refrigerants, butane, oxygen, propane and aqualung cylinders), corrosives (acids, alkalis, mercury, wet cell batteries), explosives (munitions, fireworks, flares), flammable liquids and solids (lighter or heating fuel, matches, paints and articles easily ignited), infectious substances (live virus substances or bacteria), radioactive materials, poisons (insecticides and weedkillers), oxidising materials (bleach).
- items which are likely to endanger the aircraft or persons or property on board the aircraft, or items that may become or are dangerous, such as those items specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, or the International Air Transport Association (IATA) Dangerous Goods Regulations. Further information is available from us on request
- items we reasonably determine are unsuitable for carriage because they are dangerous, unsafe or because of their weight, size, shape or character, or which are fragile or perishable
- animals (except if Clause 29. applies)

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 without notifying you

We will not be responsible for any loss or damage caused to any prohibited items if they are brought on board despite being prohibited items.

35. Restrictions on Checked Baggage

You must not include in your checked baggage:

- fragile, delicate or perishable items;
- computers;
- cameras;
- personal electronic equipment including compact discs;
- items with a special value, such as money, jewellery, precious metals, silverware;
- negotiable papers, share certificates, securities or other valuable documents;

- commercial or business documents;
- passports and other travel documents;
- medicines, prescription glasses, contact lenses etc which you need at your destination and/or which may be difficult to replace.

As our liability is limited, we will not be liable for any inconvenience, costs, expenses, loss or damage you suffer as a consequence of the item being damaged, delayed or lost if you have ignored our requirements and included the item/s as checked baggage, with or without our knowledge. Such items should be carried as cabin baggage, but you must still comply with all relevant weight and size limitations.

36. Restrictions on Cabin Baggage

All cabin baggage must comply with all applicable size and weight restrictions. You must not include in cabin baggage:

- Knives, sharp objects or cutting implements of any kind and any length, whether of metal or other material, knitting needles and sporting goods. These must be packed in your checked baggage. They cannot be carried in your cabin baggage or on your person. Passengers carrying needles will need to declare them at airport screening points. Medication should have a professionally printed label identifying the medication or manufacturer's name or pharmaceutical label affixed
- anything else that may be identified on your ticket as prohibited cabin baggage, or
- anything in excess of what is allowed in the class of service paid for

If you try to include any such item in your cabin baggage, we may take it from you and either refuse to carry it, or ask you to put it in the hold as checked baggage.

We do not accept any responsibility for items which we refuse to carry as cabin baggage and which are not carried as checked baggage.

To increase your safety, there are rules for taking liquids, aerosols and gels on flights into and out of Australia. These rules also apply when transiting on international flights within Australia. These new rules are needed to protect you from the threat of liquid explosives. Each container of liquids, aerosols or gels in your carry-on baggage must be 100 millilitres/grams or less. All the containers must be sealed in a transparent, one-litre plastic bag. You are only allowed one plastic bag. Any transparent resalable bag of one litre capacity or less is allowed. Please note, these bags must be independently resalable. Bags sealed with items such as sticky tape, rubber bands or ribbons will not be accepted. You may still carry on board prescription medicines. Baby products and non-prescription medicines that you need for the flight are also allowed. Proof of need may be required.

When you get to the screening point, you will have to surrender any liquids, aerosols or gels greater than 100ml/g that you still have with you, including duty free. The new rules also introduce random frisk searches as part of the screening process.

37. Excess Baggage

You may not take on board more cabin baggage than the class of service paid for allows. If you check in with more checked baggage than the class of service paid for allows, we may:

- refuse that excess baggage, or
- accept that excess baggage for carriage (although we are not obliged to do so), and require you to pay a fee before boarding, or
- Carry that excess baggage on a later flight, and require you to pay a fee. In this case, the excess baggage is carried only to the airport specified on the PNG Air baggage tag and the passenger is responsible for collection of excess baggage and/or any other related delivery expenses.

If we decide to carry the excess baggage but decide not to charge you for some or all of your excess baggage, this does not mean that you will not be charged when you check in for any further flights with us on your itinerary. Other airlines may also charge for excess baggage.

38. Firearms

We may agree to carry firearms and ammunition as Checked Baggage. If we do, these must be packed in accordance with all applicable national and international laws and regulations. Our approval may be withheld at our sole discretion. You must also provide either the original, or a copy certified by a Commissioner of Oaths of your valid firearms licence and complete all paperwork required by PNG Air, any airport authority, or any government body that has a requirement to complete documentation prior to uplift of firearms or ammunition. These may not be carried on-board as carry-on baggage.

39. Pet animals

For guide dogs see Clause 29. Other than pet dogs, cats or birds (which, except as provided below, may be carried as checked baggage), all other animals must be carried as freight. Pets may not be carried on PNG Air international flights.

If you are travelling domestically or internationally:

- You must notify us when you make your reservation that you wish to travel with your pet animal. Some airports will require that your pet travels as freight and some will allow carriage in the hold as checked baggage
- Provided there are no safety or other reasons which would prevent us from carrying your pet animal, we will carry your pet in the aircraft hold as excess checked baggage, however, you must supply proper crating and food for your pet. If you fail to do this, we may decide not to carry your pet
- you may be required to pay an excess baggage fee, and you must have with you valid health and vaccination certificates; entry, transit and exit permits; and all other documents required by any applicable law, regulation or order
- unless carrying the animal is covered by the liability rules of the applicable Australian or New Zealand legislation or the Convention, we shall not be responsible for injury to or loss, sickness or death of an animal unless we have been negligent
- We are not liable to you for any loss you suffer because you do not have the health and vaccination certificates, entry permits, transit permits, exit permits and other documents needed for your animal. You must repay to us any fines, costs, charges, losses or liabilities we, acting reasonably, have paid or suffered because you did not have these documents.

Carriage of your pet may be subject to additional conditions specified by us.

40. Searches

PNG Air, government or airport officers may:

- require you to submit to clothing and body searches
- require you to submit your baggage to searches or inspections, and
- search or inspect your baggage with or without you

As a result of a search, or if you refuse to submit yourself or your baggage to a search, we may refuse to carry you and your baggage, and may deliver your baggage to government or airport officers.

Except as otherwise provided by the Convention or other applicable laws, if a search or screen causes damage to you, or a search, screening or x-ray causes damage to your baggage, we will not be liable for the damage unless it was caused by our negligence or fault.

41. Check in Domestic Papua New Guinea flights You must ensure you have your ticket, or where an electronic ticket has been issued, a copy of the electronic ticket, baggage and anything else you need to travel, and present them to us at our request.

At check-in we will issue your boarding pass and baggage check and/or baggage identification tag for any checked baggage. Keep these with you until you complete your travel.

42. Check-In Deadline

Check-in will normally open 2 hours prior to the scheduled departure time. You must check in **NO LATER THAN 60** minutes prior to the scheduled departure time. You will not be able to check in after this time. The consequences of arrival after this time, or not showing up for the flight (no show) are set out in Condition 43 below.

You should ensure that you:

- have checked in by the check-in deadline in order to complete all departure formalities, and
- are at the boarding gate by no later than the time specified to you at check-in

43. If You Are Late or Do Not Show Up for Your Flight

If you arrive:

- late at check-in or the boarding gate, or
- without your ticket and all necessary travel documents

We may:

- cancel your reservation and/or
- refuse to carry you and/or
- re-book you to a later flight, but generally with a rebooking fee

Except as otherwise provided in the Convention or any applicable laws, we are not liable to you for any loss or damage you may suffer as a result of your late arrival.

If you are late, do not show up for your flight, or fail to board the aircraft after checking in for the flight, this will result in loss of the fare with all fare types except for specific fare classes (where this is noted as part of that fares terms and conditions)

44. Seating Selection and Allocation

Passengers will be allocated a seat for all PNG Air flights. Seat requests may be made at the time you make your booking, or at any time after that, prior to the flight departure, by contacting PNG Air. Although we will try to accommodate your seating need or choice, we do not guarantee you any particular seat. We can change your seat at

any time, even after you have boarded the aircraft, as we may need to do this for operational, safety or security reasons.

If we need to ask you to downgrade for any reason, we will:

- provide you with an appropriate refund of the difference in fares, or
- provide you with any reasonable alternative flight on our services.

45. Schedules

(a) The flight time shown on your ticket may change between the date of issue and your date of travel. We do not guarantee the flight times and they do not form part of your contract of carriage with us.

(b) Before we accept your booking, we or our Authorised Agent will tell you the scheduled departure time of your flight and it will be shown on your ticket or itinerary and receipt. We may need to change the scheduled departure time of your flight after your ticket has been received. If you give us or our Authorised Agent contact information, we or they will try to let you know about any changes. In any event, prior to your flight you should check to ensure your flight times have not changed. You should check the flight departure and arrival information posted at the airport. Except as otherwise provided in the Convention or any applicable laws, we shall not be liable to you for any losses that you may incur if you fail to do so.

(c) If, after you buy your ticket, we make a significant change to the scheduled departure time of your flight:

- and you find this change unacceptable; and
 - we or our Authorised Agents cannot book you on another flight which you are prepared to accept
- Then, we will give you a fare refund (to the extent that the purchase price paid for the fare exceeds our reasonably incurred administration costs) or a credit for the non-refundable part of the fare for future travel with us.

46. Late or Cancelled Flights (Except in Circumstances Beyond Our Control)

We will take all reasonable measures necessary to carry you and your baggage and to avoid delay in doing so. In doing so and in order to prevent a flight cancellation, in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft.

Except:

- as otherwise provided by the Convention or other applicable laws, or
- in circumstances where the delay or cancellation is beyond our control (e.g. bad weather, runway closure, air traffic control issues)

If we:

- cancel a flight
- fail to stop at your destination or stopover destination

You can choose one of the following options:

Option 1 - we will carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charge and, where necessary, extend the validity period of your ticket.

Option 2 - we will make a refund in accordance with the fare conditions associated with the class of ticket you have purchased.

These and any rights there may be under conditions 48 or 49 shall be the only remedies available to you and we shall have no further liability to you unless otherwise specified by the Convention or any applicable laws.

47. Late or Cancelled Flights Due to Circumstances Beyond Our Control

Where the delayed or cancelled flight is as a result of circumstances beyond our control, whether you have checked in or not, we will try to assist you to get to your destination or next stopover, but will not otherwise be responsible for refunding a non-refundable airfare, or paying any costs or expenses you may incur as a result of the delay except as otherwise provided in the Convention, under conditions 48 or 49, or any applicable laws.

48. Disrupt policy and provision of disrupt accommodation due to late, diverted or cancelled flights.

Where PNG Air's disrupt policy applies, PNG Air will provide disrupt accommodation, including ground transport between the relevant airport and the accommodation location, and meals to a specified value.

Subject to the balance of this condition 48, PNG Air will supply disrupt accommodation where:

1. a PNG Air flight the passenger is travelling on completes its flight at a destination other than that intended (and the passenger is unable to complete their trip on the same day), except that PNG Air will not supply disrupt accommodation where the flight is diverted from Tabubil to another airport, and the passenger elects to disembark at that other airport; or
2. the flight does not depart on its scheduled day of departure, and the passenger has already flown at least one sector on PNG Air using the same ticket as the cancelled or delayed sector; or

3. the flight taxis away from the parking bay, but then returns to the parking bay and the flight is then cancelled or delayed for the rest of that day.

To clarify the policy further:

1. PNG Air will not provide disrupt accommodation where the passenger is starting the first sector of travel on PNG Air; and
2. PNG Air will not supply disrupt accommodation where the flight is simply delayed until later on the same day.

As examples of when the policy would and would not apply:

1. PNG Air would provide disrupt accommodation to a passenger on a flight ex-POM that is disrupted where the passenger's itinerary is XYZ-POM-ABC (all on PNG Air flights), or where the first sector on such passenger's itinerary was XYZ-POM completed one or more days previously, and a later sector on that itinerary is the disrupted flight..
2. PNG Air would not provide disrupt accommodation where the first sector on a passenger's itinerary on PNG Air is POM-XYZ, and the flight is disrupted ex-POM, even if :
 1. You have checked out of a hotel in POM; or
 2. You do not live in POM; or
 3. You have just arrived into POM on another carrier (such as Air Niugini, Qantas, Virgin Australia etc) and are connecting to a PNG Air service, even where this is on the same itinerary.

PNG Air will not be liable for any losses, death or injuries resulting from or arising out of disrupt accommodation, ground transport or associated services provided by PNG Air through a third party service provider.

49. Provision for carriage due to missed connecting flights.

If you miss a PNG Air flight because you are connecting onto that PNG Air flight from another flight (called a "connecting flight" in these terms and conditions) and the connecting flight is late:

1. If the connecting flight is operated by another operator (such as Air Niugini, Qantas, Virgin Australia etc) PNG Air is not responsible for your carriage; or
2. If the connecting flight is also operated by PNG Air, PNG Air will carry you on the next PNG Air flight that has space,

PNG Air is not responsible for your uplift in the event you miss a flight operated by another operator (such as Air Niugini, Qantas, Virgin Australia etc), because your flight operated by PNG Air is late.

50. Refusal of Carriage

Even if you have a ticket and a confirmed reservation, we may refuse to carry you and your baggage if any of the following circumstances have occurred or we reasonably believe will occur:

- if carrying you or your baggage may put the safety of the aircraft or the safety or health or any person in the aircraft in danger or at risk
- if carrying you or your baggage may materially affect the comfort of any person in the aircraft
- if carrying you will break government laws, regulations, orders or an immigration direction from a country to which you are travelling or are to depart from
- because you have refused to allow a security check to be carried out on you or your baggage
- because you do not appear to have all necessary documents
- if you fail to comply with any applicable law, rule, regulation or order or these Conditions of Carriage
- if you fail to complete the check-in process by the check-in deadline or fail to arrive at the boarding gate on time
- because you have not obeyed instructions relating to safety or security or other reasonable directions of our ground staff or a member of the crew of the aircraft
- because you have not complied with our medical requirements
- because you require special assistance and you have not made prior arrangements with us for such assistance
- if you are drunk or under the influence of alcohol or drugs. Specifically if we have cause to believe that you may be under the influence of alcohol, we reserve the right to conduct a breath alcohol test on you to ascertain your BAC, and you consent to such test. If you refuse to undertake this test, we will automatically refuse to carry you and your baggage. If a test shows that your BAC is 0.06 BAC or more, we will refuse to carry you and your baggage.
- if you are, or we reasonably believe you are, in unlawful possession of drugs
- if your mental or physical state is a danger or risk to you, the aircraft or any person in it
- if you have used threatening, abusive or insulting words or gestures towards our ground staff or a member of the crew of the aircraft or otherwise behaved in a threatening manner
- if you have committed a criminal offence during the check-in or boarding processes or on board the aircraft
- if you have deliberately interfered with a member of our ground staff or the crew of the aircraft carrying out their duties

- if you have put the safety of either the aircraft or any person in it in danger
- if you have made a threat
- because you have committed misconduct on a previous flight and we have reason to believe that such conduct may be repeated
- because you cannot prove you are the person specified on the ticket on which you wish to travel
- because you are trying to use a flight coupon out of sequence without our agreement
- if you destroy your travel documents during the flight
- if you have refused to allow us to photocopy your travel documents
- if you have refused to give your travel documents to a member of our ground staff or the crew of the aircraft when we have asked you to do so
- if you do not have permission from the relevant government authorities to enter a country in which you have landed either as an arriving or a transit passenger
- because your ticket: - is not paid for - has been reported lost or stolen - has been transferred - has been acquired unlawfully - has been acquired from someone other than us or an Authorised Agent - contains an alteration which has not been made by us or an Authorised Agent - is spoiled, torn or damaged or has otherwise been tampered with, or - is counterfeit or otherwise invalid

In any of the situations in this clause, we may remove you from a flight, even after you have boarded, without any liability on our part, and cancel any subsequent flights on the ticket.

51. Notice of Refusal to Carry You

We will be entitled to refuse to carry you and your Baggage if we have notified you in writing that we will not carry you on our services. The notice will give details of the period for which it will apply and will ask you not to buy a ticket or ask or allow anyone to do so for you. If you try to travel while the notice is in force, we will refuse to carry you and you will be entitled to a fare refund minus our reasonably incurred administration fees.

52. Overbooked Flights operating international sectors- Denied Boarding Compensation

If you are denied boarding on an overbooked scheduled international flight for which you have both a valid ticket and a confirmed reservation, and you have presented at check-in by the check-in deadline, then depending on the difference between your original scheduled arrival time and your actual arrival time, you may be eligible for compensation.

Either:

- in accordance with any law which may apply, or
- if there is no applicable law, as set out in our denied boarding compensation policy which is available on our website

53. Obey Directions

To maximise passenger comfort, safety and security, you must comply with the following requirements, and all other reasonable directions of any crew member on your flight with us, when on board:

- stow cabin baggage under the seat in front of you or in the overhead lockers
- take care when you open overhead lockers, since cabin baggage may move during flight
- keep your seatbelt fastened when seated
- remain seated with your seatbelt securely fastened during turbulence
- stay seated as directed, in particular while the aircraft is moving on the tarmac
- do not smoke
- if you drink alcohol, drink only in moderation and only alcohol served on your flight with us as part of our in-flight bar service
- use infant and child restraints as directed
- do not behave in a manner to which other passengers may reasonably object, and if asked by a member of the crew acting reasonably, you must give your passport or other travel document to them for safe custody until the end of the flight

We may also ask you not to operate any electronic devices including cellular telephones, laptop computers, recorders, radios, CD players, electronic games, laser products or transmitting devices, walkie-talkies, remote or radio controlled toys that could interfere with the flight. If you fail to comply with our requests, we may retain the device until the end of the flight. Hearing aids and heart pacemakers are permitted.

54. Control of Passengers

We will take all reasonable steps to maintain the comfort, safety and security of all passengers. If we reasonably consider it necessary, we may restrain you or remove you from any flight anywhere, for example if you:

- conduct yourself so as to endanger the safety of the aircraft or any person or property on board
- obstruct, or fail to comply with any direction of, any crew member

- behave in a manner to which other passengers may reasonably object
- interfere with a crew member who is performing his or her duties aboard an aircraft
- tamper or interfere with the aircraft or its equipment

In addition, you may be refused further carriage with us. You may also be prosecuted for offences committed on board the aircraft.

55. Diversion Costs Caused by Unacceptable Behaviour

If as a result of your behaviour we divert the aircraft to an unscheduled destination and make you leave the aircraft, you must pay us the reasonable and proper costs of the diversion.

56. Chewing of buai and Smoking prohibited

Neither chewing of buai nor smoking are permitted on any of our aircraft.

57. Collect Your Checked Baggage

You must collect your checked baggage as soon as it is available for collection.

58. If You Cannot Find Your Checked Baggage

If you cannot find your checked baggage, you must produce your ticket and baggage identification tag to us. Only the person to whom the baggage identification tag was issued is entitled to collect that baggage. We will not be liable for any claims in relation to lost baggage made after the claimant has left the airport terminal area. Claims must be lodged with an PNG Air traffic officer (or agent) before you leave the baggage collection area and the claim form must identify the date and time the claim was made, and include the name and signature of the passenger and the employee (or agent) in order to be valid.

59. Release of Checked Baggage by PNG Air

If we have baggage you claim is yours but you do not have the baggage identification tag, we will release it to you only if you:

- produce adequate proof of entitlement to it
- undertake in writing to us that you will reimburse us for any loss, damage or expense incurred as a result of that release, and
- comply with any other applicable directions given to you by us

60. Disposal of Baggage by PNG Air

If you do not collect your checked baggage within 28 days of your flight, it will be disposed of without notifying you and without liability on our part.

We are not liable for any loss you may suffer caused as a result of your leaving cabin baggage or any personal belongings on an aircraft when you disembark (unless the damage was caused by our fault) or if you leave any belongings in the airport terminal or member lounge.

61. If You Collect the Wrong Bag

If you pick up the wrong bag or other baggage from the baggage carousel, it is your responsibility immediately to return the bag or baggage at your own cost to the baggage claims officer or airport manager at the airport where you collected it.

62. Baggage Claims

If the person with a baggage identification tag receives checked baggage without making a complaint prior to leaving the airport terminal area, it will be reasonable evidence that the checked baggage was delivered in good condition and according to the Conditions of Carriage, unless you prove otherwise. We will not be liable for normal wear and tear of Baggage such as small scratches, scuffs, dents and cuts.

Domestic Carriage:

Any claim for loss of or damage to baggage must be made prior to the claimant leaving the airport area. Claims must be lodged with an PNG Air traffic officer (or agent) and the claim form must identify the date and time the claim was made, as well as location and include the name and signature of the passenger and the employee (or agent) to be valid.

International Carriage:

Any claim for damage to or delay of baggage must be made in writing to us within the following timeframes:

- in the case of damage to your baggage, as soon as you discover the damage after you have received the baggage, and at the latest within 7 Days
- in the case of delay, within 21 days from when the baggage has been made available to you

63. Our Liability for Loss of or Damage to Your Baggage

(a) General

- we will be liable only for loss, damage or delay occurring during carriage ticketed on our Airline Designator Code. If we issue a ticket or check baggage on the flight of another carrier, we only do so as agent for that carrier. Nevertheless, with respect to Checked Baggage, you may also have a right of action against the first or last carrier
- we are not liable for any loss of or damage to your Cabin Baggage unless such loss or damage is caused by our negligence
- we are not liable for any damage caused by your Baggage. You are responsible for any damage caused by your Baggage to other persons or property, including our property
- except to the extent required by law, we are not liable for loss of or damage or delay to items which you are required under Condition 35 of these Conditions of Carriage not to include in your Checked Baggage.

(b) International Carriage

- Where your travel is International Carriage and a Convention applies, our liability for loss of or damage to checked baggage is limited by that Convention except where you prove that the loss or damage resulted from an act or failure to act either done with the intention to cause damage or recklessly and with knowledge that loss or damage would probably result
- Our liability for loss of, damage to, or delay in the carriage of, your Baggage is limited by the applicable Convention as follows:
- **Conventions other than the Montreal Convention 1999** - 250 francs (about AU\$32) for each kilo of your checked baggage affected or 5,000 francs (about AU\$640) for your cabin baggage, unless A25 of the Warsaw Convention applies, in which case these limits do not apply
- **Montreal Convention 1999** - 1,000 SDRs (approximately AU\$1,900) cumulative for both checked baggage and cabin baggage. In the case of checked baggage, we will not be liable if the baggage was defective, unless A.22.5 of the Montreal 1999 Convention in which case these limits do not apply. We will only be liable for cabin baggage if we were at fault

However, if the law which applies provides for different limits of liability, those different limits will apply.

If the weight of your checked baggage is not recorded on your baggage check, we will presume that it is not more than the free allowance for the relevant class of carriage

(c) Domestic Carriage (within Papua New Guinea)

- Carriage hereunder which is wholly within Papua New Guinea and is not international carriage as defined by the Convention is subject to the provisions of the Civil Aviation (Aircraft Operators Liability) Act of 1975 of Papua New Guinea, and the liability of the carrier in respect of baggage is limited to the maximum sum of PGK300 for Checked Baggage and to the maximum sum of PGK30 for Cabin Baggage.

(d) Release on payment

- Where PNG Air makes a payment for a claim against lost or damaged baggage, and where that payment is then received and banked by the passenger, the passenger automatically absolutely and irrevocably releases and discharges PNG Air and its employees and agents from all actions, debts, claims, damages, losses, costs and expenses of any description relating to or arising out of the claim against lost or damaged baggage.
- This Release automatically becomes effective upon the passenger accepting (generally by the act of banking a cheque) the payment offered in satisfaction of the claim against lost or damaged baggage.

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64. When a Refund is Available

(a) Except where prohibited by restrictions on the fare type or value, if you:

- have a valid, partly or wholly unused ticket, and
- surrender all of that ticket to us

Then on request, we will provide a refund provided that the purchase price paid for the fare exceeds our reasonably incurred administration costs.

(b) Additionally, if we:

- are unable to carry you and you have a confirmed reservation
- delay your flight to the extent that you have to cancel your travel
- make a significant change to the scheduled flight time, which is not acceptable to you and we are unable to book you on an alternative flight which is acceptable to you
- downgrade you from the class paid for
- fail to stop at a stopover or the destination specified on your ticket
- cancel your flight

Then on request, we will provide an appropriate refund, which shall, except as otherwise provided in these Conditions of Carriage, be the maximum extent of our liability.

65. What Refund is Available?

Except where prohibited by restrictions on the fare type, if a refund is requested we will provide a refund equal to:

- the fare paid (including any charges and taxes but minus our reasonably incurred administration costs) if no part of the ticket is used, or
- if part of the ticket is used, the difference between the fare paid and the fare for the part of the ticket used, and any applicable charges and taxes less any cancellation and reasonable administration fees

Depending on the fare type, where a ticket is partly used, the unused part may have little or no monetary refund value.

66. Who Gets the Refund and How is it Paid?

(a) Any refund will be paid to the person who paid for the ticket, unless that person has authorised us in writing to pay the refund to someone else.

(b) We will pay the refund in the same way and in the same currency used to pay for the ticket, unless we agree otherwise.

67. Refunds on Taxes and Charges

Certain charges and taxes may be payable on your Ticket. Whether or not your airfare is refundable, if you do not use your ticket, you may be entitled to claim a refund of some or all of any charges and taxes which you have paid (unless we have had to pay any of the charges or taxes even though you have not travelled) less a reasonable administration fee. If the administration fee reasonably incurred exceeds the amount of the refund, no refund will be paid.

68. Deadline for Refunds

Unless an applicable law says otherwise, we may refuse to provide a refund if it is requested after the end of the Validity Period.

69. Right to Refuse Refund

We may refuse a refund on a ticket which is your evidence of intention to depart from the country you are in unless you can establish to our satisfaction that:

- you have permission from the appropriate government or other authority to remain in that country, or
- you will depart by another means of transport

70. Refusal of Entry and Fines

(a) If you are refused permission to enter a country and if a government or government authority orders us to return you to your place of origin or remove you to another country:

- you must pay for any detention costs and the return or other fare, and
- we may offset any refund owing to you for unused flight coupons against the amount of that return or other fare (if unpaid)

We will not refund the fare for carrying you to the place where you were denied entry.

(b) If we have given you information which is incorrect and inconsistent with your consulate enquiries, and you have relied on it, we will pay any reasonably incurred costs arising as a result.

71. Reimbursement to PNG Air for Fines, Penalties and Expenses

If we are ordered to pay any fine or penalty at any time, or incur any expense, costs, loss or damage ("losses") by reason of you being denied entry into any country, or because of your failure to comply with any law, regulation, order or requirement, or because of your behaviour, health or medical condition, you must reimburse us for all losses plus all legal costs and other expenses reasonably incurred. We may offset any refund owing to you for unused flight coupons against any such amounts.

72. Negligence or Other Acts or Omissions by You

If we prove that any damage was caused by, or contributed to by you, our liability may be reduced in accordance with applicable laws.

73. Claims- General

We are not liable for any damage arising from our compliance with any laws or government regulations or your failure to comply with the same.

These Conditions of Carriage (including any exclusion or limitation of liability) shall apply to and be for the benefit of our Authorised Agents, employees and representatives to the same extent as they apply to us. The total amount that

you can recover from us, our Authorised Agents, employees and representatives shall not be more than the total amount of our liability, if any.

Except where these Conditions of Carriage provide otherwise, our liability, if any, shall be limited to proven compensatory damages. We shall not in any circumstances be liable for indirect or consequential damages and, to the extent consistent with the Convention, in no event shall our obligations exceed any liability specified in these Conditions of Carriage.

Nothing in these Conditions of Carriage:

- except where we state otherwise in writing, gives up any exclusion or limitation of liability to which we are entitled under the Convention or any laws which may apply, or
- gives up any defence available to us under the Convention or any laws which apply, including against any public social insurance body or any person liable to pay, or who has paid, compensation for the death, wounding or other bodily injury of a Passenger.

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74. Our Liability for Your Death or Injury or Delay

(a) International carriage

- For any recoverable compensatory damages up to 100,000 SDRs (about AU\$190,000) in respect of death or bodily injury caused by an accident on board the aircraft or during embarking or disembarking, we will not exclude or limit our liability. However, any liability we may have for damage will be reduced in accordance with applicable law by any negligence on your part that causes or contributes to the damage
 - We will not be liable for damages arising in respect of death or bodily injury to the extent that they exceed for each passenger 100,000 SDRs (about AU\$190,000), if we prove that:
 - such damage was not due to the negligence or other wrongful act or omission of us or our agents; or
 - such damage was solely due to the negligence or other wrongful act or omission of a third party
- In the case of passenger delay:
 - where the Warsaw Convention applies, we will be liable for damage except when we can prove that we took all necessary measures to avoid the damage or that it was impossible for us to take such measures;
 - where the Montreal Convention applies, we will be liable for damage except when we can prove that we took all measures that could reasonably be required to avoid the damage or that it was impossible for us to take such measures. Our liability under the Montreal Convention is limited to 4,150 SDRs (about AU\$8,000)

(b) Papua New Guinea

- Carriage hereunder which is wholly within Papua New Guinea and is not international carriage as defined by the Convention, is subject to the provisions of the Civil Aviation (Aircraft Operators Liability) Act of 1975 of Papua New Guinea, and the liability of the carrier in respect of the death or injury to any passenger is limited to the maximum sum of PGK30,000.

(c) General

- we are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition

75. Liability for Breach of Condition or Warranty

To the extent permitted by law, we exclude all liability for any costs, expenses, losses or damages whatsoever that may arise in any way in connection with the carriage. If the Australian Trade Practices Act 1974 (Cth) or any similar law implies a condition or warranty that cannot be excluded, our liability for a breach of the condition or warranty will be limited to either supplying the services again or paying the cost of having the services supplied again, as determined by us in our absolute discretion.

76. Personal Injury or Death Claims

If you have a claim for personal injury or your personal representative has a claim for your death, you or your personal representative should notify us in writing as soon as possible.

77. Clothing Damage

Any incident involving damage to your clothing worn or taken into the aircraft cabin, must be immediately reported to our cabin crew.

78. Limitation of claims

Unless your right to claim for damages has expired earlier as provided elsewhere in these Conditions of Carriage, you will have no right to claim for damages if court proceedings are not brought within two years from:

- the date of your arrival at your destination
- the date the aircraft should have arrived, or
- the date on which your carriage stopped

The method of calculating the period of limitation will be determined by the law of the court where the case is heard.