

VOLCANIC AIR - TERMS & CONDITIONS

Please carefully read these terms and conditions. By making a booking with Volcanic Air, or by otherwise accepting services provided by us, you agree to be bound by these terms and conditions.

PARTIES

- 1.1 These terms and conditions form part of the contract between:
- (a) PB&DV Holdings Ltd trading as Volcanic Air (**Volcanic Air, us, we, our**); and
 - (b) Any person booking a scenic flight or air tour with Volcanic Air, or to whom Volcanic Air provides services (**Customer, you, your**).

CONTRACT

- 1.2 Your booking (or other confirmation issued by Volcanic Air), these terms and conditions and the [Volcanic Air Customer Declaration](#) form the contract between you and Volcanic Air.
- 1.3 If you make a booking on behalf of another person, you represent to us that you have their authority to make the booking and to legally bind them to these terms and conditions.
- 1.4 You must be at least 18 years of age to make a booking.
- 1.5 We reserve the right to decline a booking at our sole discretion.
- 1.6 You agree that Volcanic Air's agents, employees, officers, related entities, contractors and sub-contractors are also entitled to rely on these terms and conditions.

THIRD-PARTY OPERATORS

- 1.7 Some of our scenic flights or air tours, or services on our flights or tours, are provided by suppliers not related to Volcanic Air (third-party operator).
- 1.8 You acknowledge that a third-party operator:
- (a) May rely on these terms and conditions.
 - (b) May have its own terms and conditions that apply to services provided to you.

RISK

- 1.9 All scenic flights and air tours provided involve some form of risk. Customers travel at their own risk.
- 1.10 All landings:
- (a) Are at your pilot's sole discretion.
 - (b) Are at your own risk.
- 1.11 It is a condition of taking a scenic flight or air tour with Volcanic Air that:
- (a) You are physically capable of taking the flight or tour. You must disclose to us at the time of booking any medical condition or other relevant information that may impact your ability to safely take a flight or tour with us.
 - (b) You comply with the terms of clause 5 [Weight].
 - (c) Before taking any flight or tour you:
 - (i) Attend all safety briefings, listen carefully at the briefings and respond to any questions you are asked by Volcanic Air representatives or tour operator's representatives.
 - (ii) Carefully read, complete and sign the Volcanic Air Customer Declaration.
 - (d) You and any persons you are responsible for are appropriately clothed and equipped for the activity to be undertaken.

- (e) At all times you:
 - (i) Comply with the instructions of your pilot and / or tour guide.
 - (ii) Stay with your pilot and / or tour guide.
 - (iii) Stay in close proximity to your tour party.
 - (iv) Stay within the designated areas / boundaries for self-guided tours.
- 1.12 Carriage of Dangerous Goods in contravention of Civil Aviation legislations is an offence. You must not carry Dangerous Goods on our flights or tours without our approval. Any items which may be considered Dangerous Goods must be declared at the time of check-in, including but not limited to:
 - (a) Flammable liquids or compressed gases.
 - (b) Batteries or electronic devices that are a fire risk.
 - (c) Explosives, blasting caps, detonators, flares, fireworks.
 - (d) Firearms (including imitation), ammunition and hunting and fishing equipment.
 - (e) Weapons of any kind including bludgeoning, ceremonial, dirks etc
- 1.13 We recommend that you take out comprehensive travel insurance to cover you against the risks associated with the flight or tour you are taking, including cover for loss of luggage or personal items, medical expenses, and costs and expenses incurred due to cancellations, delays or disruptions.

WEIGHT

- 1.14 You must accurately declare your weight at the time of booking. Weights may be provided in pounds, stones or kilograms.
- 1.15 Volcanic Air cannot confirm your booking until we receive this information.
- 1.16 You will be weighed upon arrival for your flight or tour. Any deviation from your declared weight may result in a flight being rescheduled, a surcharge being applied, or a booking being cancelled, at Volcanic Air's sole discretion.
- 1.17 If an individual passenger's weight exceeds 110kgs a surcharge may apply at Volcanic Air's sole discretion. Any passenger exceeding 135kgs as weighed by Volcanic Air will be required to pay two adult fares.

DELAYS AND CANCELLATIONS

- 1.18 Flight times and tour durations may vary due to circumstances beyond our control such as but not limited to weather conditions, volcanic activity, and passenger loadings.
- 1.19 Subject to clause 6.3, we have no liability whatsoever for any delays or cancellations if the delay or cancellation is caused by a circumstance beyond our control, or by your breach of these terms and conditions, or by your negligence.
- 1.20 If we cancel a booking prior to commencement of a flight or tour due to a circumstance beyond our control, a full refund will apply. If we cancel a booking after a flight or tour has commenced due to a circumstance beyond our control no refund will apply. If we cancel a booking due to your breach of these terms and conditions or your negligence no refund will apply.
- 1.21 You may cancel your booking by giving written notice to us. If you cancel a booking:
 - (a) Within 30 days of the date of travel a 25% cancellation fee will apply.
 - (b) Within 7 days of the date of travel a 75% cancellation fee will apply.
 - (c) Within 48 hours of the date of travel a 100% cancellation fee will apply.

LIABILITY

- 1.22 We will provide services to you with reasonable care and skill. This includes taking reasonable steps to select reputable and competent third-party operators.

- 1.23 To the extent permitted by law and subject to any rights you may have under the Consumer Guarantees Act 1993 or Fair Trading Act 1986, all express or implied warranties, guarantees, representations, or terms (whether under statute or at law) are otherwise expressly excluded.
- 1.24 To the fullest extent permitted by law our liability to you under these terms and conditions, under contract, in tort (including negligence) or at law is limited to the cost of the scenic flight or air tour you have booked with us.
- 1.25 We will be responsible for our employees in the course of their employment and for our agents if they were providing services to you under our instruction.
- 1.26 Subject to clauses 7.1 and 7.2, you acknowledge and agree that where services are provided by a third-party operator, in the event of any dispute or claim including for breach of contract or negligence arising from the conduct of the third party operator, you must pursue your claim directly against the relevant third party operator.
- 1.27 You acknowledge and agree that we accept no responsibility and are not liable to you for:
- (a) Any cost, claim, damage, expense, liability or loss whatsoever caused by your acts or omissions, or the acts or omissions of any third party.
 - (b) Any cost, claim, damage, expense, liability or loss whatsoever caused by a circumstance beyond our control (save as otherwise stated in clause 6).
 - (c) Any cost, claim, damage, expense, liability or loss whatsoever caused by a delay or cancellation (save as otherwise stated in clause 6).
 - (d) Any personal injury or death resulting from the acts or omissions of any third-party operator or any third party.
 - (e) Any disappointment or loss of enjoyment.

GENERAL

- 1.28 This contract is subject to and shall be construed in accordance with the laws of New Zealand. Any dispute arising out or under the contract shall be subject to the exclusive jurisdiction of the Courts of New Zealand.