

Horizon Airways Air Transport Flight Terms and Conditions

The Terms and Conditions for our passengers contain important information. It is essential that you read them carefully and understand them.

Sutcliffe Pty Ltd trading as “Horizon Airways” (henceforth referred to as “Horizon Airways”) provides services subject to these terms and conditions which can only be altered in writing by Horizon Airways. By undertaking an air transport flight with Horizon Airways, either as a passenger or for the purposes of carriage of cargo, you will have been taken to accept and agree with the terms and conditions stipulated within this document in its entirety.

Parties:

These terms and conditions and the exclusion of liability bind you and all persons under your legal care including minors. You agree that you have authority to enter into these terms and conditions on behalf of those persons including any minors and you warrant that you have the authority to give the releases and indemnities set out in these terms and conditions on behalf of those persons. Horizon Airways, in the context of these terms and conditions, includes our agents, contractors and employees and these terms, conditions and exclusion of liability apply to all.

Acknowledgments:

Horizon Airways will, to the best of their ability, supply and provide the air transport flights as pre-arranged by you, however there may be circumstances that are beyond Horizon Airways' control. These may include, but not limited to, severe weather, COVID-19 lockdowns, political unrest, hazardous weather, crew flight and duty restrictions, aircraft maintenance issues, and airport unavailability.

In some cases, once an air transport flight has commenced, Horizon Airways may need to amend the mode of transport, accommodation, and itineraries without prior notice due to circumstances beyond our control. Horizon Airways, to the best of their ability, will keep all our customers informed in relation to the issues and any alternative plans that may need to be implemented to ensure the disruptions to you and our guests are minimal. Flights may not proceed at our discretion; however, we will advise those affected as soon as possible under this clause. In the event of a requirement of alternate means of transportation, Horizon Airways will not be held liable for any costs associated with this alternate means of transportation (including, but not limited to commercial airline flights, bus and taxi fares, and boating and shipping costs), irrespective of the location from which the alternate means of transportation is required.

While on your flight, you agree to comply with our directions in relation to the flight and acknowledge and agree that your carriage on the flight is voluntary. You must comply with all directions by the pilot and staff of Horizon Airways, in addition to state and federal laws and legal requirements while on the flight. You agree that whilst on board a Horizon Airways aircraft, or within any of the Horizon Airways facilities, that

you will act in a way deemed appropriate to all other passengers, societal expectations and employees of Horizon Airways and if breached we may cancel your flight at any time without any liability.

Bookings and Cancellations:

To secure a booking you need to pay the quoted amount. We will email you the booking details including the quoted amount.

Please be aware that your booking will not be confirmed as reserved until the quoted amount is paid (unless pre-arranged in writing).

Cancellation by you must be made within 72 hours of the flight (unless pre-arranged in writing) to Horizon Airways and Horizon Airways reserves the right to charge the following cancellation fees:

1. Cancellation within 72 hours of the flight, but with more than 12 hours notice: 30% of the quoted amount.
2. Cancellation within 12 hours notice: 40% of the quoted amount.

Any requests for Horizon Airways aircraft and flight crew to remain on “standby” or “reserve” a booking time, will be upheld to the same cancellation conditions as indicated above. Additionally, if a request for a “tentative” booking has been made, Horizon Airways will not guarantee that this time slot will be allocated to you, until you confirm the booking under the requirements of this subsection.

If a flight requires positioning of an aircraft, and the positioning has already occurred (or is being undertaken) at the time of the cancellation, you will be required to pay the costs associated with the positioning if the aircraft (irrespective of whether or not the air transport flight has taken place). Horizon Airways reserves the right to cancel a booking made by you at anytime and will not be liable for any loss or damage in respect to the cancellation except for the full refund of any monies paid by you.

Medical:

Horizon Airways is not liable for the sickness or injury of you or any of our passengers that occurs as a result of a pre-existing medical condition (including as the result of COVID-19). It is your responsibility to ensure that you must declare to us if you have any pre-existing medical condition or disability which may affect your ability to safely complete your flight, including any possible emergency situations that may arise. Horizon Airways will not be held liable for any injuries, sickness or death that result from non-disclosure of any pre-existing medical condition or disability. You acknowledge that aircraft operated by Horizon Airways are not-pressurised and boarding the aircraft (or carriage of cargo), will be taken as acknowledgement and acceptance by you, that Horizon Airways aircraft are unpressurised.

You acknowledge that in the event that you have been contacted by the Australian Government as a COVID-19 contact, that you will comply with any and all restrictions required of the contact type, and that you will notify Horizon Airways staff members at the earliest possible opportunity. Horizon Airways may nominate to cancel any pre-booked air transport services in the event you are a COVID-19 contact or are

currently diagnosed with COVID-19. Failure to report a COVID-19 diagnosis or being a contact of a person diagnosed with COVID-19 to Horizon Airways staff will result in forfeiture of all payments made for air transport services, irrespective of the cancellation policy in the above subsection.

You acknowledge that where flights are carried out in some remote areas with limited medical service, you hereby authorise Horizon Airways to take such action as is necessary, but without any obligation on Horizon Airways to do so, for the provision of medical services at your cost including but not limited to the arrangement of any medical evacuation service, doctor, paramedic and any necessary hospital service.

You are liable for any cost of those services deemed necessary by Horizon Airways in relation to medical care and agree to pay the provider of those services. Horizon Airways reserves the right to withhold any refund for any part of the booking missed due to a medical issue outside of the control of Horizon Airways.

Condition for Carriage of Persons:

Horizon Airways will, to the best of their ability, carry persons on a pre-booked air transport flights. Horizon Airways may refuse the carriage of persons on board a pre-booked air transport flight (before or after boarding), under the following circumstances:

- a. The passenger is under the influence of alcohol or other drugs
- b. The passenger is acting a disorderly manner
- c. The passenger is acting in a manner that may impact the safety of the flight, the passengers and/or the aircraft
- d. The passenger has a medical condition preventing the safe carriage of that person aboard the flight (e.g. severe mental incapacitation without a carer)
- e. The passenger fails to comply with any laws
- f. The passenger fails to obey the instructions of ground staff, or a member of the crew of the aircraft
- g. The passenger refuses to allow a security or safety check to be carried out on you or your baggage
- h. The passenger is impersonating another individual

Notwithstanding, in the event that the flight crew determine that the passenger is failing to comply with any of the above requirements after becoming airborne, the flight crew reserves the right to divert the aircraft to the nearest suitable aerodrome, for passenger offloading. The passenger will be held responsible for any and all costs associated with the in-flight diversion, and Horizon Airways will not be held accountable for any costs, duty of care or inconvenience to passengers that have been offloaded as the result of their own actions.

Conditions for Carriage of Baggage and Cargo:

All baggage carried on Horizon Airways is classed as 'non-registered baggage' as per the Civil Aviation (Carriers Liability) Act of 1959, and Civil Aviation (Carriers Liability) Regulations of 2019.

Horizon Airways will to the best of their ability, carry baggage travelling on the same flight as a passenger, under the following circumstances:

- a. The requirements of Civil Aviation Safety Regulations 92.030 and ICAO document 9284 are complied with
- b. The baggage does not exceed aircraft weight restrictions permissible by the pilot
- c. The baggage is self-contained and not in "loose" form
- d. The baggage does not contain any dangerous goods, including:
 - i. Batteries (including lithium batteries) exceeding maximum safe standards for air transport
 - ii. Acids
 - iii. Chemicals and poisons
 - iv. Explosives
 - v. Flammable liquids
 - vi. Radioactive materials
- e. Baggage containing the following everyday items which are dangerous goods, may be carried (subject to pilot approval), provided that they are declared to Horizon Airways staff prior to loading on board the aircraft:
 - i. Alcoholic beverages
 - ii. Non-radioactive medicinal or toilet articles (including aerosols)
 - iii. Small gaseous oxygen and air cylinders for medical use only
 - iv. Small carbon dioxide gas cylinders worn for the operation of mechanical limbs
 - v. Securely boxed cartridges for sporting purposes (no more than 5kg per person for that persons own use)
 - vi. Dry ice
 - vii. Safety matches or a lighter intended for personal use when carried on the person
 - viii. Radio isotopic pacemakers or other devices, including those powered by lithium batteries, implanted into a person or radio pharmaceuticals contained within the body of a person as the result of medical treatment
 - ix. Wheelchairs or other battery powered mobility aids
 - x. Hair curlers contain hydrocarbon gas
 - xi. Consumer electronic devices (e.g. watches, calculators, cameras, cell phones etc) for personal use

Horizon Airways may require passengers to submit to baggage searches or inspections with or without your presence.

Airport officials, government representatives or local police may require passengers to submit to clothing or body searches or require a baggage search or inspection to be done with or without you being present.

Baggage carried as cargo without an accompanying passenger/s, may be carried (subject to pilot approval), subject to the following conditions:

- a. The cargo complies with section (d) and (e) of this section
- b. A written statement is provided to Horizon Airways staff containing the following information:
 - i. Shipper details

- ii. Consignee details
- iii. A written description of the cargo contents

Horizon Airways staff and pilots reserve the right to refuse the carriage of baggage or cargo at any time. Any baggage or cargo that cannot be carried on board a Horizon Airways aircraft will be the responsibility of the passenger to remove from Horizon Airways premises (unless otherwise pre-arranged in writing). Any baggage or cargo which is discarded or left on Horizon Airways premises for a period longer than 7 days (unless otherwise pre-arranged in writing) will be considered abandoned, and appropriately disposed of.

Horizon Airways cannot and will not be held accountable or responsible for any damage or loss of baggage or cargo during transit, except for those claims or compensation outlined in the Civil Aviation (Carriers Liability) Act of 1959, and Civil Aviation (Carriers Liability) Regulations of 2019. Any other claims and/or compensation, must be made in writing to Horizon Airways

Liability:

For the purpose of this clause “claims” means any allegation, cause of action, claim, demand, proceeding, litigation, investigation, judgment, loss, cost or expense of whatever nature and whether present or future, fixed or unascertained, actual or contingent and whether arising at law or in equity, under statute or otherwise.

As a requirement for its Air Operator’s Certificate, Horizon Airways must comply with the Civil Aviation (Carriers Liability) Act of 1959, and Civil Aviation (Carriers Liability) Regulations of 2019.

You release Horizon Airways from any claims and liabilities arising out of or relating to your involvement on any of our air transport flights including (but not limited to) actions (or inactions) of Horizon Airways undertaken pursuant to these terms and conditions and including those caused or contributed to by third parties including suppliers to Horizon Airways and other passengers on the flight, except for those claims or compensation outlined in the Civil Aviation (Carriers Liability) Act of 1959, and Civil Aviation (Carriers Liability) Regulations of 2019. Any other claims and/or compensation, must be made in writing to Horizon Airways.

Publicity:

You give permission for Horizon Airways to use images (including still and video) of you and those under your care taken during the air transport flight without recourse to you and without compensation to you, for publicity and promotion purposes only, through whatever medium it chooses, unless you have indicated otherwise to Horizon Airways in writing.