

Air Rarotonga Ltd.

PO Box 79, Rarotonga, Cook Islands, South Pacific
Tel: +682 22888 | Fax: +682 20979
IATA Agency Code 09390135,
email: bookings@airraro.co.ck | www.airraro.com

**GENERAL TERMS AND CONDITIONS**

In these terms and conditions of contract Air Rarotonga Limited is called “Air Rarotonga”, “we” and “us”; each passenger carried by us is referred to as “you”. These conditions apply, generally, to all carriage of passengers and baggage by Air Rarotonga.

RESERVATIONS NOT GUARANTEED

If you have a confirmed reservation, we will do our best to ensure you have a seat on the flight requested but we are unable to guarantee you that seat whatever the “confirmed reservation” or other status of your booking. We reserve the right to cancel any flight at any time although we will do our best to give you reasonable notice of any cancellation. Where we cancel a scheduled service before you are accepted at check-in and issued with a boarding pass, we will not be responsible for any expenses incurred by you as a result of that cancellation.

DELAY

Although Air Rarotonga will use its best efforts to perform, our performance cannot be guaranteed. It may be affected by a variety of factors including operational, safety, logistical, weather or emergency requirements affecting the aircraft, force majeure and by other matters outside our control or matters arising from our carriage of other passengers. In the case of services to the Northern Group, special conditions apply and you should keep in regular contact with us for operational updates. We reserve the right to substitute alternate aircraft or carriers for any carriage and timetables may change without notification. We reserve the right to offload or not to carry any passenger or baggage. This is a decision for the staff of Air Rarotonga in their discretion taking into account weight limitations, seating capacity, and other issues (including matters affecting safety).

Where a delay is caused through circumstances which are within our reasonable control and that delay exceeds four hours, and you have been checked in, and received a boarding pass, and are not resident on the island of departure, we will provide you with a meal where the delay extends through a normal meal time together with hotel accommodation if the delay extends overnight. Air Rarotonga’s responsibility for meals and accommodation shall extend only as far as your arrival at the final destination to which we have contracted to carry you.

If we are unable to undertake or continue any flight or to carry you, we will try to provide alternative carriage at the earliest practical opportunity. If, for any reason, that should not be possible you may either re-book with us or receive a refund. If you are refused carriage with us for any reason (except where you are late for check-in, miss your flight or that refusal is due to any other fault of your own) you may, depending on your fare type, be eligible to receive a refund for that flight.

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**FLIGHTS BETWEEN RAROTONGA AND TAHITI**

We require you to check in at least 2 hours prior to the scheduled departure time set out in your receipt and itinerary. If you have not presented yourself at our check-in counter at least 60 minutes before departure, your seat may be allocated to standby passengers.

Check-In at Faa'a Airport is located at the Air Tahiti inter-island check-in counters.

Passengers are responsible for personal travel documents and compliance with travel requirements of countries flown into and from. If you are a visitor to either Tahiti or the Cook Islands, you are required to hold onward travel reservations. Please have a copy of your onward travel arrangements with you for inspection by immigration authorities.

Air Rarotonga is not able to include the Rarotonga INTERNATIONAL airport departure tax of NZ\$55 per adult in the ticket cost. This tax, levied by the Rarotonga Airport Authority must be paid at the Westpac Bank branch at Rarotonga Airport prior to departure. Children under 12 years of age are exempt from the Rarotonga Airport Departure tax. This tax only applies to INTERNATIONAL departures to Tahiti and other destinations outside the Cook Islands.

There are no additional charges or taxes to any DOMESTIC flights within the Cook Islands.

TRAVEL FORMALITIES

We require you to check in at least 30 minutes (2 hours for international flights) prior to the scheduled departure time set out in your receipt and itinerary. Your "ticket" will comprise the receipt and itinerary, the electronic flight coupons or other value documents held in our database in electronic form, and if applicable (if, for instance, if you have not by the time of presenting yourself to our check-in counter accepted our terms and conditions) any document which permits you to board our aircraft for carriage. Your booking will be allocated a unique confirmation number, which should be used by you for confirmation of your booking and check in formalities. You may be requested to provide personal identification and (in the case of persons travelling on any child fare) evidence of age. Your booking may be cancelled by us and your seat be reallocated if you have failed to arrive at the check-in counter 15 minutes (60 minutes for international flights) prior to the scheduled time of your flight's departure. In all cases, you will forfeit your reservation and any payment for it, unless we receive notification from you that you cannot travel, at least thirty minutes prior to the departure time indicated above. Some fares will be non-refundable if cancellation is not notified 24 hours prior to departure, and others non-refundable under any circumstances ; see below under the heading "Fares" for the rules applying to cancellation or change of your booking.

BAGGAGE

In referring to "baggage" we mean both the baggage carried on by you and the baggage carried for you either on or in conjunction with, your flight. All baggage is carried subject to these conditions and you must comply with them. We reserve the right to search you and/or your baggage to ensure compliance. Each fare-paying passenger has a free 16 kg baggage allowance (20kg if connecting with an international flight and for international flights). Your baggage must be of normal dimensions. We will carry excess baggage only if space and weight permit; excess baggage will be subject to a surcharge. In addition, you may carry onto our aircraft one item of baggage if that weighs less than 3.5kg and is able to be stowed under your seat. Special baggage restrictions apply to Northern Group flights to Penrhyn, Manihiki and Pukapuka. If you are travelling with others, then you may combine your baggage entitlement provided that the weight of no individual item exceeds 32kg. We may refuse to carry any baggage which, in our view, is unsuitable for carriage for any reason. Large items of baggage such as bicycles or surfboards may be carried; special conditions will apply and a surcharge may be imposed.

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Wherever practical, we will carry your baggage on the same flight as you. If this is not practical, for any reason, then we will carry your baggage on the next flight having space and load capacity to do so.

If you choose to carry perishable, valuable or fragile items, these will be carried solely at your risk unless they are first identified to our staff and we have, in writing, accepted those items for carriage. Special conditions as to handling re-insurance and other charges may apply. Items covered by this provision includes cash, negotiable securities, pearls and pearl products, jewellery, items of a fragile or breakable nature, electrical and electronic items and components, antiques, artefacts and items carried with insufficient packaging or protection.

If, on uplifting, your baggage is found to be damaged or to be lost, that damage or loss must be reported to our staff prior to your leaving the airport. Damage which is not, by its nature, immediately identifiable, must be reported to us upon discovery and at least within 24 hours after your travel. In the case of any loss of baggage or of contents, proof of loss and value of any contents will be required. Claims must be lodged within 30 days of loss or damage at an Air Rarotonga office. Claims made after 30 days will not be considered. Our liability for lost or damaged baggage and cargo is provided for in the Carriage of Goods Act 1998. All goods and baggage unless specified otherwise, are carried at limited carriers risk as defined by the Act, which limits liability to a maximum claim of NZ\$1500 per unit of goods or each item of baggage. Further information about liability for lost or damaged baggage and cargo can be obtained from our offices.

DANGEROUS GOODS

A list of common dangerous goods is displayed at our check in counters and our staff can give you further information on request. Some more common dangerous goods are as follows:

compressed gasses (flammable, non flammable, deeply refrigerated or poisonous), corrosion materials (such as acids, alkalis, wet cell batteries, mercury etc), explosives (flares, fireworks, detonators and items which are easily ignited), firearms and ammunition (except for items which are accepted by us as checked baggage and carried in accordance with our requirements as to security, safety, etc) flammable liquids and solids (including any petrol, kerosene, propane, butane, matches, lighters, heater fuels, etc) aerosols containing flammable propellant, magnetised materials, oxidising materials, poisonous, toxic or infectious substances, chemical oxygen and generators, security cases (if fitted with alarm or pyrotechnical materials) . Any items listed in the IATA Dangerous Goods legislation (a copy of which is available at our check in counters) will also be considered dangerous.

For the safety and security of other passenger, you are not permitted to carry with you on our aircraft any sharp object or cutting implement or any item which might be used as a weapon.

FLIGHT SAFETY

Air Rarotonga will exercise full authority and control for operational and safety aspects of all flights. We reserve the right to refuse carriage of any passenger or baggage or to make any other decision of an operational or safety nature relating to a flight. Our employees may exercise this authority and control.

SPECIAL PROVISION FOR INFANTS AND OTHERS

Infants (i.e, children under the age of 24 months) may travel for an infant fare, when accompanied by and booked at the same time as an adult passenger, and occupying the same seat as that passenger. Any newborn infant, less than 7 days old, will not be permitted to travel, unless special arrangements are made with us. We will do our best to enable the travel of unaccompanied children, pregnant women, sick and injured persons and persons suffering

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disabilities and mobility problems. If you, or any person for whom you have made a booking has special needs, you should contact Air Rarotonga to discuss what arrangements can be made with us to assure safe and comfortable travel. If you, or any person booked by you requires special care or assistance during a flight, then you should make arrangements for a companion to accompany you (or that person) as our staff are not available to be cater to special care and assistance which might be needed by individual passengers.

FARE RULES

Air Rarotonga reserves the right to place payment time limits on reservations and subsequently to cancel reservations if not paid within that time limit except where special conditions apply.

DOMESTIC / INTER-ISLAND**FULLY FLEXIBLE FARES (YFLEX / BFLEX / VFLEX), SOUTHERN GROUP ISLANDS:**

- Fully refundable up to flight departure
- Flight changes permitted up to flight departure. Additional payments will apply as follows:
 - No change fee required
 - Where a change requires the purchase of a higher priced fare, the difference between the original fare and the upgraded fare is payable
- Full payment due 7 days after booking or 24 hours before flight departure, whichever is earlier. Booking at risk of cancellation if payment is not made within required timeframe.
- 50% no show penalty
- Baggage allowance 20 KGS
- Excess charge of \$3.00 per Kilogram
- no baggage allowance for infants

THRIFTY FARES (WSAVE / TSAVE)

- Non refundable / non transferable
- No name changes permitted
- No downgrades permitted
- Flight changes permitted up to flight departure. Additional payments will apply as follows:
 - \$50 change fee per person, per sector (Infant fares exempt) for changes made prior to 24 hours before flight departure
 - 50% penalty for changes made within 24 hours of departure
 - Where a change requires the purchase of a higher priced fare, the difference between the original fare and the upgraded fare is payable
- Full payment due 7 days after booking or 72 hours before flight departure, whichever is earlier. Booking at risk of cancellation if payment is not made within required timeframe.
- 100% no show penalty
- Baggage allowance 20 KGS
- Excess charge of \$3.00 per Kilogram
- no baggage allowance for infants

LAST MINUTE FARE (SLAST / LLAST)

- Only applicable to new bookings
- Non refundable
- No changes permitted
- No downgrades permitted

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- Full cash payment due immediately after booking. Booking at risk of cancellation if payment is not made within required timeframe
- 100% no show penalty
- Baggage allowance 16 KGS
- Excess charge of \$3.00 per Kilogram
- no baggage allowance for infants

NORTHERN GROUP FLIGHTS (to Penrhyn, Manihiki, Pukapuka)

- Fully refundable up to 14 days prior to departure.
- No refund for cancellations made within 14 days of departure
- Name changes permitted up to departure
- Payment due 14 days after booking or 14 days before departure, whichever is earlier. Booking at risk of cancellation if payment is not made within required timeframe.
- 100% no show penalty
- Baggage allowance 10 KGS
- Excess charge \$6.50 per kilogram
- no baggage allowance for infants

INTERNATIONAL - RAROTONGA (COOK ISLANDS) - PAPEETE (TAHITI / FRENCH POLYNESIA)**FULLY FLEXIBLE FARES (YFLEX):**

- Changes and full refund permitted up to flight departure. No penalty
- 50% of Air Fare no show penalty
- Payment due 7 days after booking or 24 hours before flight departure. Instant payment within 24 hours or booking at risk of cancellation
- Baggage allowance 20 KGS
- Excess baggage charge of \$7.50 per kilogram.
- no baggage allowance for infants

THRIFTY FARES (KSAVE/USAVE)

- Non-refundable
- no name changes permitted
- \$75 change fee per sector plus any applicable fare upgrade
- No changes within 72 hours of departure
- Payment due 7 days after booking or 72 hours before the flight
- 50% of Air Fare no show penalty
- No waitlists, No go shows
- Baggage allowance 20 KGS
- Excess baggage charge of \$7.50 per kilogram
- no baggage allowance for infants

INTERNATIONAL CARGO

- Documentation fee of \$75.00 per consignment
- \$7.50 per kilogram

All carriage by Air Rarotonga is in the nature of one-way carriage (except where shown) from the airport at the point of departure to the airport at the point of destination. Full fares must be paid to

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our satisfaction prior to your departure, along with any other payments required (including any airport departure tax baggage or surcharge for other sums All fares are quoted in New Zealand dollars and include Cook Islands Valued Added Tax.

CONDITIONS OF THIS CONTRACT

Your booking is not a contract of carriage. The contract of carriage between you and Air Rarotonga will arise when you have accepted these terms and conditions of contract either by confirming your acceptance in making an electronic booking or by accepting a boarding pass from our staff at the time of check in. The contract of carriage will consist of the conditions set out on your receipt and itinerary together with these conditions of contract, applicable provisions of the Carriage by Air Act 1967, of the Carriage of Goods Act 1998 and of other applicable law that may be viewed on our website at www.airraro.com.

LIMITATION OF LIABILITY

Except as set out in these conditions (or provided for by applicable law, Air Rarotonga shall have no obligation to you or to any passenger booked by you for carriage which is either not performed or delayed. Under no circumstances shall we be liable for any indirect or, consequential loss, such as missed connections, ongoing travel arrangements or appointments. This limitation of liability shall apply to Air Rarotonga, to its servants, agents, officers and representatives and shall apply even if loss is caused through carelessness on the part of Air Rarotonga or any of those other persons.

LAW

Your contract of carriage with Air Rarotonga (including these conditions) shall be governed and interpreted in all respects in accordance with the laws of the Cook Islands and any dispute between you and us shall be submitted to the (non-exclusive) jurisdiction of the High Court of the Cook Islands.

NO WAIVER

No servant, agent, officer or representative of Air Rarotonga is authorised or vary any of these conditions; any waiver which we agree to must be in writing and signed by our managing director.

EFFECTIVE DATE

These Terms and Conditions have last been updated on February 09 2010.

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