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## 1. RECITALS

- a) AIR ARNHEM is the operator of aircraft charter services within Australia.
  - b) THE CHARTERER requires AIR ARNHEM to operate the Aircraft to provide flights for THE CHARTERER between two or more points for the purpose of delivering Freight and/or Passengers ("Service").
  - c) This Air Charter Contract ("Contract") between AIR ARNHEM and THE CHARTERER sets out the terms and conditions which will apply to the Service provided.
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## 2. DEFINITIONS

"**Airport to Airport**" means that AIR ARNHEM will only be responsible for the movement of the Freight from the departure airport to the arrival airport.

"**Air Waybill**", "**Consignment Note**", "**Shipment Record**" or any other written instruction from a Shipper to AIR ARNHEM means the Contract entered into by the Shipper with AIR ARNHEM for the provision of the Service.

"**Agent**", "**Service Provider**" means a person who is approved in writing by AIR ARNHEM to act on behalf of AIR ARNHEM in the provision of any part of the provision of the Service.

"**Business Day**" Monday to Friday but does not include Local, State or National Public Holidays.

"**Business Hours**" means the hours between 8.30am and 5pm.

"**Chargeable Weight**" means the greater weight of the Dead Weight or Cubic Weight.

"**AIR ARNHEM**" refers to Air Arnhem freight.

"**Consignee**" means the person to whom the Freight is addressed to.

"**Cubic Weight**" is the result from applying a calculation based on the dimensions of each piece and using a cubic conversion factor of 250kg per cubic metre i.e. length (cm) x width (cm) x height (cm) / 4000.

"**Dangerous Goods**" are articles or substances which are capable of posing a risk to health, safety, property or the environment and which are shown and/or classified in the IATA Dangerous Goods Regulations (Current Edition).

"**Dangerous Goods Surcharge**" means an additional fee for the acceptance, processing and documentation required to ensure the safe transportation of Dangerous Goods.

"**Description**" means a detailed account of the contents of any outer packaging.

"**Dimensions**" means the length, width and height as measured in centimetres of each item of Freight to be carried.

"**Door to Door**" means the consignment will be collected from the nominated pick up address, transported, then delivered to the receivers nominated delivery address.

**NOTE:** Door to Door may not be available at all destinations.

"**Freight**" means any item or items required by The SHIPPER to be carried on a Service in accordance with this Contract.

"**Other Charges**" means any charges incurred by AIR ARNHEM in performing the Service.

"**Party**" means AIR ARNHEM and THE SHIPPER.



## TERMS AND CONDITIONS FREIGHT

"**Shipper**" means the person whose name appears on the air waybill or shipment record, as the party contracting with AIR ARNHEM.

"**Shippers Declaration**" has the same meaning as the IATA Dangerous Goods Regulations.

"**Weather**" means any variation in climate or temperature that may impact on the Service.

"**Weight**" means the relative mass or the quantity of matter contained by it, giving rise to a downward force and measured in whole kilograms.

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### **3. BOOKING THE SERVICE.**

1. The shipper must book the service by providing written instruction to AIR ARNHEM. Written instruction may include:
  - a. Emailing – [m.ellem@airarnhem.com](mailto:m.ellem@airarnhem.com)
  - b. Emailing – [admin@airarnhem.com](mailto:admin@airarnhem.com)
2. Prior to AIR ARNHEM arranging any Freight to be carried, THE SHIPPER will supply to AIR ARNHEM:
  - a. Purchase Order number or reference required to be noted on the invoice
  - b. The actual weight of each item of Freight (to the whole kilogram);
  - c. The Dimensions of each item of Freight (in centimetres);
  - d. A Description of each item of Freight including any applicable Safety Data Sheet;
  - e. Where Dangerous Goods are to be carried - a copy of the Shipper's Declaration
  - f. Where the Freight does not contain Dangerous Goods a statement declaring this is the case
3. THE SHIPPER shall ensure that all Freight will be clearly addressed and will have affixed a Consignment Note or an Airway Bill including a Description of the contents.
4. It is the shipper's sole responsibility to accurately and completely package, mark and label all Dangerous Goods including lithium battery shipments in accordance with all applicable laws & regulations.

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### **4. ACCOUNTS**

1. Accounts with credit for up to seven (7) days may be available for clients' subject to approval by Air Arnhem.
2. Customers who do not have an account with Air Arnhem will be required to pay for the Service at the time of Booking by credit card (Visa or Mastercard) which will incur a 1.7% transaction fee.

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### **5. WEIGHTS AND MEASURES**

1. If the declared weights and dimensions are found to be incorrect, additional charges will apply.
2. AIR ARNHEM will invoice the Service at the corrected Chargeable Weights and THE SHIPPER will accept the corrected Chargeable Weights as invoiced by AIR ARNHEM.
3. In the case of credit card payments, the additional charges will be charged to the credit card within 30 days of the completion of the job.

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## 6. CHARGES AND INVOICES

1. AIR ARNHEM will issue a tax invoice to THE SHIPPER upon:
    - a. Notification of final cost from AIR ARNHEM's Service Provider in the case of account holders or
    - b. Successful payment being processed in the case of credit card payments - this will be a "paid invoice/receipt"
    - c. Successful payment being processed in the case of additional charges for credit card payments - this will be a "paid invoice/receipt"
  2. The Tax invoice will include:
    - a. Shipment details
    - b. Cost of the Service ex GST and including GST
    - c. Weight & dimensions of the movement
    - d. Purchase Order number if stipulated at the time of booking
  3. All rates and charges for the Service are in Australian dollars.
  4. THE SHIPPER guarantees payment for all charges, costs, expenditures, fines, penalties, loss of time, damages and other sums which AIR ARNHEM may incur or suffer by reason of providing the Service including the carriage of items which are prohibited by law, or the illegal, incorrect or insufficient marking, numbering, addressing or packing of packages or descriptions of cargo or incorrect statement of weight or volume.
  5. AIR ARNHEM shall be entitled to charge THE SHIPPER for the actual Chargeable Weight of the Freight as measured by AIR ARNHEM or its Agent, regardless of the Weight and/or Cubic Weight declared by THE SHIPPER.
  6. Additional costs incurred by AIR ARNHEM in providing the Service and includes but is not limited to:
    - a. Redelivery, holding or return to sender costs if the receiver cannot, does not, or will not, accept any item of freight, regardless of the reason.
  7. If THE SHIPPER cancels the Service once a driver has been dispatched, THE SHIPPER must pay to AIR ARNHEM any fees incurred by AIR ARNHEM.
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## 7. DELIVERY

1. THE SHIPPER will ensure that the Consignee will be available to accept delivery of the Freight.
2. If for any reason AIR ARNHEM is unable to deliver the Freight, THE SHIPPER will be liable for Other Charges incurred by AIR ARNHEM for the re-delivery, holding or return to sender costs of the undeliverable Freight.

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**8. PROOF OF DELIVERY**

1. THE SHIPPER is responsible for ensuring the Consignee or their approved person is available to accept the delivery of the Freight to complete the Service.
2. The Proof of Delivery will be provided on request.

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**9. GENERAL INDEMNITY**

1. AIR ARNHEM is liable to THE SHIPPER for, and must indemnify and keep indemnified THE SHIPPER against any claim, loss or expense which is brought, paid, suffered or incurred by THE SHIPPER or any of THE SHIPPER'S personnel as a result of any negligent, unlawful or deliberately wrongful act or omission by AIR ARNHEM or its staff in providing the Service.
2. THE SHIPPER is liable to AIR ARNHEM for, and must indemnify and keep indemnified AIR ARNHEM against, any claim, loss or expense which is brought, paid, suffered or incurred by AIR ARNHEM or any of AIR ARNHEM personnel as a result of:
  - a. any negligent, unlawful or deliberately wrongful act or omission by THE SHIPPER or
  - b. any member of THE SHIPPER's personnel; or
  - c. a breach of THE SHIPPER's obligations under this Contract.

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**10. LIABILITY**

1. The goods are at your risk at all times and we exclude all liability to you or any other person for, and you indemnify us against any claim by any person about, any loss, damage, misdelivery, delay, deterioration, contamination, our failure to deliver the goods or perform the services, and whether arising because of breach of contract, bailment, tort including negligence, our wilful act or omission or breach of statutory duty.
2. AIR ARNHEM will not pay for any loss or damage including but not limited to, documents, goods in satchels or envelopes, appliances with electrical components, computers, valuable or fragile items.
3. We will not pay any indirect, economic, special or consequential loss or damage including but not limited to loss of revenue, profit, production, business, anticipated savings or claims by your customer, even if we know they are possible or otherwise foreseeable.
4. These conditions apply even in circumstances arising from a fundamental breach of contract or breach of a fundamental term.

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## **11. RELEASE**

The Parties release and discharge each other from any claim, action, damage, loss, liability, cost, charge or expense that it suffers or may have against the other in the event of a delay in the performance of the Parties' respective obligations under this Contract if such a delay is not a result of the actions or inactions of the respective Party.

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## **12. FORCE MAJEURE**

Neither Party shall be liable for any failure of or delay in the performance of any of its obligations under this Contract to the extent that such failure is due to causes beyond its reasonable control, including but not limited to, acts of God, war, strikes or labour disputes, embargoes, government orders, regulatory compliance or any other force majeure event.

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## **13. COMPLAINTS**

1. Any complaint by THE SHIPPER must be provided to AIR ARNHEM in written format within two business days of the cause of the alleged complaint.
2. The written complaint must state the nature of the complaint.
3. AIR ARNHEM will advise receipt of the complaint within one business day of receiving the complaint and advise THE SHIPPER of the action AIR ARNHEM is undertaking to investigate the complaint.
4. AIR ARNHEM will advise the outcome of any investigation at the conclusion of any investigation or within 14 days of acknowledging the complaint, whichever is earlier.
5. Any complaint received more than two Business Days after the cause of an alleged complaint will not be considered by AIR ARNHEM.

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## **14. GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws for the time being in force in the Northern Territory.