

These Conditions of Carriage ('the **Conditions**') together with the documents referred to in Subparagraph 2.2 form a contract between you and Nauru Airlines in relation to your travel on Nauru Airlines Services.

These Conditions of Carriage contain important terms of which you should be aware.

- **PRIVACY** - Clause 5.9 says that we need to collect your personal information so that we can provide services to you. It also says we will collect and handle your personal information in accordance with our Privacy Policy.
- **CHECK-IN RULES** - Clause 9.4 provides that you may have your Reservation cancelled or re-allocated, be refused carriage or charged a reasonable service fee with no liability to Nauru Airlines if you do not comply with our check-in rules.
- **REFUSAL OF CARRIAGE** - Clause 10.2 sets out the circumstances in which we can refuse you carriage on our flights and limitations on our liability to you when this occurs.
- **SCHEDULE CHANGES & FLIGHT CANCELLATION** - Clause 11.3 sets out limitations on our liability to you in the event of schedule changes and/or flight cancellations.
- **REFUSAL OF ENTRY AT DESTINATION** - Clause 15.3 sets out limitations on our liability to you in the event you are refused entry into your destination port.
- **LIABILITY FOR DEATH, PERSONAL INJURY OR BAGGAGE –**
 - Clause 16.6.1 and 17.5.4 sets out limitations on our liability to you in the event of loss or damage of important or valuable items taken as Checked Baggage or Carry-on Baggage.
 - Clause 16.3.2 sets out our right to refuse carriage of your Baggage, and clause 13.4 sets the limitations on our liability to you in the event that you do not collect your Baggage.
 - Clause 17 sets out limitations on our liability to you in the event you suffer illness, injury or death on our flights or in the event we delay, damage or lose your Baggage.
 - Clause 17.5.8 sets out the timeframes you need to comply with when making a claim for lost or damaged Baggage.

1. WHAT THESE CONDITIONS DO

1.1 These Conditions deal with very important issues, including:

1. How and when these Conditions apply.
2. Fares and tariffs.
3. Passengers who need special assistance.
4. Important information for your health and safety.
5. Refusal of carriage.
6. Schedules and disruptions.
7. Our liability to you (including limits of liability).

- 1.2** Please read these Conditions carefully and visit www.nauruairlines.com.au or contact the Nauru Airlines Reservations (1300 369 044 (then # 2) within Australia, 5577000 within Nauru or + 61 7 3229 6455 if calling from outside Australia) if you have any questions.

2. HOW AND WHEN THESE CONDITIONS APPLY

2.1 General

These Conditions apply whenever you travel on a Nauru Airlines flight or flight segment, the 'ON' Airline Designator Code is shown as the carrier on your Ticket or in any case where we have a legal liability to you in relation to your flight.

2.2 Basis of carriage

Your travel with Nauru Airlines is, without exception, subject to:

1. the Conditions of Contract and Other Important Notices;
2. these Conditions;
3. any applicable Conventions;
4. any applicable Laws;
5. any applicable Tariffs filed by us with regulatory bodies;
6. the Fare Rules;
7. the Policies; and
8. any written or oral directions given to you by Nauru Airlines Staff and/or Authorised Agents.

2.3 Interaction with Laws, Tariffs, Conventions

1. These Conditions:
 - a) apply to the extent permitted by any applicable Laws, and if any provision of these Conditions is void, illegal, invalid or unenforceable in any jurisdiction, these Conditions will be read down to the extent necessary to ensure it is not void, illegal, invalid or unenforceable in that jurisdiction; and
 - b) prevail unless inconsistent with any applicable Laws, Conventions or Tariffs, in which case the Laws, Conventions or Tariffs will apply to the extent of the inconsistency.
2. In respect of any goods or services we may provide, certain statutory guarantees or warranties may apply for the benefit of consumers. The nature and application of these guarantees or warranties will depend on the relevant jurisdiction.
3. In Australia, you have certain rights under the Australian Consumer Law. The Australian Consumer Law provides consumer guarantees that services must be:
 - a) fit for a particular purpose;
 - b) rendered with due care and skill; and
 - c) supplied within a reasonable time.

Where the Australian Consumer Law applies and we fail to provide services to you in accordance with these consumer guarantees, then you may have a right to seek a remedy from us in accordance with the Australian Consumer Law.

- Nothing in these Conditions excludes or restricts the application of relevant Laws, including the Australian Consumer Law, Civil Aviation (Carrier's Liability) Act 1959 (Cth) or any Conventions.

In respect of goods or services acquired for business purposes and not for personal, domestic or household use, to the extent permitted by the Australian Consumer Law our liability for a breach of the guarantee or warranty will be limited to either supplying the goods or services again or paying the cost of having them supplied again.

- Where the carriage of cargo is for the purposes of a business, trade, profession or occupation carried on or engaged in by the person for whom the goods are transported, the guarantees relating to the supply of services in the Australian Consumer Law do not apply.

2.4 Variation and waiver

No Nauru Airlines Staff, Authorised Agent or other person is authorised to vary these Conditions. However, Nauru Airlines Staff and/or Authorised Agents may in certain circumstances waive Fare Rules or amounts payable. A waiver on one occasion does not constitute a waiver on any other occasion.

2.5 Bookings on behalf of another carrier and other transportation or services

At times you may also travel on services which we sell but which are operated by other carriers under those carriers' flight numbers and Airline Designator Codes. If we issue a Ticket for you as agent of another carrier, or we issue a ticket for check baggage on the flight of another carrier, we do so only as agent for that carrier. The conditions of carriage of the other carrier will apply for flights sold on behalf of the other carrier. Please go to the operating carrier's website for further information about your rights in these circumstances.

These Conditions do not apply to any non-air transportation or other services Nauru Airlines arranges for you (for example, bus transfers and hotel accommodation). Where Nauru Airlines arranges these services, it does so as your agent and your contract is with the provider of the relevant transportation or services. If you require further information about the terms of the contract, please contact the relevant provider.

2.6 Charter Operations

These Conditions apply to charter or hire operations where we are the operator of the flight unless you are advised otherwise in writing by or on behalf of the charterer prior to boarding the aircraft.

3. GETTING READY TO FLY

3.1 Passports, visas and authorisations

It is your responsibility to comply with all laws, regulations and orders of your chosen destination. For more information, please ask an Authorised Agent or consult the government which issued your passport. Please consider the following:

- make sure you have a valid passport with at least 6 months validity remaining before it expires. In addition, if your passport expires in 12 months or less, you may want to check whether this is sufficient for your chosen destination and time away;
- check with the government which issued your passport and the consulates of your chosen destination to see whether you need a visa, other travel documents, or information such as vaccination records; and

3. find out about any dangers to your health and safety at your chosen destination.

The above list is given as a guide only. It remains your responsibility to ensure you have all required authorisations and documentation for your travel. Any assistance Nauru Airlines provides you in this area does not release you from your obligations.

3.2 Finding out about where you are going

It is a good idea to check relevant government websites to find out about any dangers and risks to your health and safety at your chosen destinations. You can do this by checking with government agencies like the Australian Department of Foreign Affairs and Trade (<http://www.smarttraveller.gov.au>).

3.3 Your health

The health and safety of all of Passengers is paramount. That is why it is important for you to be aware of health and safety issues which are relevant to you and to tell us about any health issues which affect your safety or the health and safety of others. If you are in any doubt, please consult your doctor and talk to an Authorised Agent and/or the Nauru Airlines Reservations.

1. Risks inherent to being seated for extended periods of time

By its very nature, medium to long-haul air travel involves extended periods of sitting. This may be a risk factor for some people forming blood clots in limbs, known as Deep Vein Thrombosis (DVT). You should discuss with your doctor whether you are at risk of suffering DVT and what preventative measures you should take.

2. Medical Clearance

If you have a medical condition that falls within our Medical Services Policy, we may require you to provide a medical certificate signed by a qualified medical practitioner. If you do not provide a medical certificate satisfactory to us, we may refuse to carry you on our flights. The Medical Services Policy can be accessed by contacting the Nauru Airlines Reservations.

3. Public Health or Medical Emergency

If a public health emergency is announced by any government or the World Health Organisation or a medical emergency arises, we may be required to:

- (a) cancel, divert or delay any flight;
- (b) screen passengers;
- (c) require valid evidence of vaccinations or inoculations (including against COVID-19) and/or negative test results (including against COVID-19);
- (d) require health documentation to be presented;
- (e) offload or refuse to carry passenger(s) and their Baggage if they do not provide valid health documentation (including evidence of COVID-19 vaccination);
- (f) isolate passenger(s) on board the aircraft and limit the inflight services;
- (g) notify appropriate authorities such as the police, health authorities or airport security; and
- (h) perform any other action we consider necessary to provide a safe environment for passengers, staff, contractors and passengers.

3.4 Travel insurance

It can be expensive if something happens to you when you are overseas. Nauru Airlines strongly recommends that you purchase travel insurance for your journey, including cover for any losses you might incur if for any reason you are unable to travel with us on your planned travel date.

4. CODE SHARE SERVICES

We have arrangements with other carriers known as Code Share Services. This means that you may have made a reservation with us, and you may travel on another carrier's aircraft and vice versa.

If such arrangements apply to your flight, we will advise you of the carrier operating the aircraft at the time you make a Reservation. The conditions of carriage of the carrier whose flight number appears on your Ticket will apply to your flight. It is your responsibility to read and comply with those conditions of carriage.

5. RESERVATIONS AND SEAT ALLOCATION

5.1 What is a Reservation?

A Reservation is a booking on a Nauru Airlines flight and is confirmed only when recorded and paid for and accepted by us. An open-dated ticket is not a Reservation. Certain fares may have conditions which limit or exclude your right to change or cancel Reservations. Please check the Fare Rules for details.

5.2 How to make a Reservation

You can make a Reservation by booking with us, an Authorised Agent or online at www.nauruairlines.com.au

5.3 What happens next?

Once you have a Reservation, you must pay the Fare for the Reservation either at the time of booking or, where you have been provided with a Ticketing Time Limit, within that Ticketing Time Limit. Make sure you clearly understand any Ticketing Time Limit when it is advised to you. If you do not pay for your Reservation within the Ticketing Time Limit, we may cancel your Reservation. If you pay for your Reservation at the time of booking or within the Ticketing Time Limit you will be issued with a Ticket by Nauru Airlines or your Authorised Agent.

5.4 If you do not use a Reservation

Depending on the Fare Rules which apply to your Reservation, if you do not use the Reservation, you may forfeit your Fare.

5.5 Seat allocation

Some Fare classes and cabin classes may allow you to request a preferred seat and/or cabin area. You may also have requested to be placed in a certain seat and/or cabin area during the booking process. We will endeavour to accommodate your seat request. However, we do not guarantee you any particular seat, even if you have nominated a seating preference. We may change your seat at any time, even after you have boarded the aircraft. This may be necessary for safety or operational reasons.

5.6 Passengers in Economy Class Occupying Two Seats

This clause applies to economy class travel only. Upon request, or if determined necessary by us, and given availability, you will be permitted to the exclusive use of two seats subject to the payment of two applicable fares for the points between which the two seats will be used. A Ticket will be issued for each seat and the normal Checked Baggage Allowances will apply in connection with each such Ticket presented to us. The carry-on allowance is limited to the allowance for one individual.

5.7 Reconfirmation of Reservation

You may be required to reconfirm onward or return Reservations with us or any other carriers involved in your journey in accordance with the time limits specified in the relevant Ticket. You are responsible for checking and complying with all reconfirmation requirements.

5.8 Cancellation of Onward Reservations

If you do not use a Reservation and fail to advise us, we may cancel or request cancellation of any onward or return Reservations.

5.9 Collection of personal information

When you make a Reservation, we must collect certain personal information in order to process your Reservation and comply with our legal obligations. Our privacy policy applies to all of the information we collect. A copy of the privacy policy is available at www.nauruairlines.com.au or contact the Nauru Airlines Reservations for more information.

6. TICKETS, FARES AND TARIFFS

6.1 Issuing a Ticket

If you have a Reservation and you pay for it at the time of booking or within the Ticketing Time Limit either Nauru Airlines or an Authorised Agent will issue you with a Ticket. A Ticket may be an Electronic Ticket. Other airlines may be authorised to issue Electronic Tickets for Nauru Airlines.

6.2 Importance of Ticket

Your Ticket is your primary evidence of your contract with Nauru Airlines and is a valuable document. You should keep it safe. If your Ticket was issued by us, an Authorised Agent or another airline, it remains the property of Nauru Airlines.

6.3 Lost Tickets

If you lose your Electronic Ticket, you can print another copy or ask us to send you a replacement Electronic Ticket by email.

6.4 Rules about Tickets

Tickets are not transferable (except for Fare types where name changes are permitted) and you must not sell or transfer them to anyone else. Any name changes MUST occur by calling the Nauru Airlines Reservations and paying the applicable name change fee. We will not honour a Ticket which has been sold or transferred to a person other than the person to whom the Ticket was issued. You will not be entitled to be carried on a flight

unless you provide a Paper Ticket or Electronic Ticket issued in your Name and positive identification.

6.5 Ticket validity and extension of validity

Unless your Ticket, Itinerary, Fare Rules or applicable Tariffs state otherwise, the following rules apply to the validity of your Ticket:

1. a Ticket for International Travel is valid for one year from the date of commencement of travel, or if the Ticket is not used, one year from the date of the issue of the Ticket.
2. Nauru Airlines may extend the validity of your Ticket if your travel is disrupted by an event beyond our control.

6.6 Flight Coupon Sequence

Nauru Airlines will honour Flight Coupons only in the sequence from the place of departure as shown on the Ticket. The Ticket may not be valid, and we may not honour your Ticket if the first Flight Coupon for travel has not been used and you commence your journey at any Stopover or Agreed Stopping Place. Each Flight Coupon will be accepted for carriage in the class of Service specified on the Flight Coupon on the date and flight for which accommodation has been reserved. When Flight Coupons are issued without a Reservation being specified, space will be reserved on application subject to the conditions of the relevant fare and the availability of space on the flight applied for.

6.7 Changes

Any changes to your Ticket or Itinerary must be made by Nauru Airlines or an Authorised Agent and in accordance with the Fare Rules.

6.8 Fares

Nauru Airlines sets various Fares for the various cabin classes available on its services. The Fares are set in our absolute discretion and provide the inclusions and exclusions set out in detail in the Fare Rules. In general, Fares cover the transport of you and your Baggage (subject to Nauru Airlines' Conditions of Contract and Other Important Notices) from the origin specified in your Ticket to the destination specified in your Ticket. The Fares do not cover your transport to or from the airport or between airports and/or other places unless provided by us without additional charge.

6.9 Which Fare applies?

Nauru Airlines will calculate your exact Fare when you pay for your Reservation. We may increase fees and charges as relevant under the Fare Rules from time to time. Such changes will not affect existing bookings. However, if you change your existing booking, including your fare type, new Fare Rules and fees may apply to these changes. You will be told about the applicable Fare Rules at the time of the change to your booking.

6.10 Fare Rules

Nauru Airlines has various Fare Rules which apply to its Fares, and these rules influence both the price and the flexibility of the relevant Fares. A copy of the Fare Rules is available at www.nauruairlines.com.au or contact your Authorised Agent or the Nauru Airlines Reservations for further information.

Subject to your right to a refund under applicable Laws, including the Australian Consumer Law, some Fare

Rules relate to non-refundable or very restricted Fares and you should carefully consider these rules, your needs and your insurance cover before you pay for your Reservation. Should the Fare Rules applicable to a particular Fare not suit your travel requirements we encourage you to upgrade to a more suitable product (for example, full economy Fare).

6.11 Taxes and charges

You are responsible for applicable taxes or charges imposed by governments, other authorities or by the operator of an airport that are in effect on the date of travel. Some applicable taxes and charges may be applied to your Ticket at time of Ticket issuance. Some airport departure charges or visa fees, which may change from time to time and may be levied directly at an international airport. Such amounts may not be marked on your Nauru Airlines Ticket and will need to be paid by you to the relevant third party prior to departure.

6.12 Currency

Fares and charges are payable in any currency acceptable to Nauru Airlines. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the rate of exchange set by us at the relevant time.

7. REFUNDS

7.1 Under consumer law

This Paragraph 7 is subject to Subparagraph clause 2.3. Where consumer guarantees apply under applicable consumer laws including the Australian Consumer Law, and we fail to provide services to you in accordance with those consumer guarantees, then you may have a right to seek a remedy in accordance with the relevant consumer law in addition to the remedies set out in this Paragraph 7. Please see Subparagraph 2.3 or contact us for more detail.

7.2 According to Fare Rules

Depending on the Fare Rules and the applicable law, including the Australian Consumer Law, you might be entitled to a refund on part or all of your Ticket. If you are entitled to a refund we will refund the Fare you paid for any unused, refund-eligible part of your Ticket, together with any taxes, levies and surcharges which applied to those parts of your Ticket, subject to the Refund Rules listed in Subparagraph 7.3. The amount of the refund will be calculated as follows:

1. if no portion of the Ticket has been used, an amount equal to the Fare paid (including any applicable taxes, levies and surcharges), less any applicable service charges or cancellation fees as set out in the Fare Rules; and
2. if a portion of the Ticket has been used, the refund will be an amount equal to the difference between the Fare paid and the applicable Fare for travel between the points for which the Ticket has been used (considered on a one-way basis where appropriate, and including any applicable taxes, levies and surcharges) less any applicable service charges or cancellation fees as set out in the Fare Rules.

7.3 Refund Rules

The following rules apply to all refunds:

1. If the Ticket is a Paper Ticket, we will only provide a refund on surrender of the Paper Ticket (including all unused Flight sectors) to us;
2. 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. Nauru Airlines will need to formally identify the other person receiving the refund before any payment will be made. This may include the other person providing suitable photographic identification documents such as passport or motor vehicle driver's licence details as reasonably requested by Nauru Airlines;
3. we reserve the right to provide the refund in the currency of the original booking or in Australian Dollars at our discretion;
4. the refund provided under Subparagraph 7.3 will be in full and final satisfaction of any claim for refund by the person who paid for the Ticket and the person named on the Ticket. We will refund any taxes and charges which you have paid on parts of your Ticket which you have not used if those taxes and charges are refundable and provided that we have not already provided the taxes and charges to the authority which levied them; and
5. Nauru Airlines reserves the right to charge you a reasonable administration fee as set out in the Fare Rules. If the administration fee exceeds the amount of the refundable taxes and charges, we will not pay you a refund.

7.4 Refusing refund

Irrespective of clauses 7.2 and 7.3, and subject to any applicable laws, we may refuse to give you a refund if:

1. you apply for a refund after the expiry of the validity period of the Ticket (see Subparagraph 6.5);
2. your Ticket has been held by government officials as evidence of an offence against the laws of any country; or
3. you change your mind or miss your travel due to no fault of us.

8. PASSENGERS WHO REQUIRE SPECIAL ASSISTANCE OR SPECIAL MEALS

8.1 Special assistance

If you require special assistance (for example, due to illness, incapacitation, limited mobility, or travelling as an unaccompanied minor) we will not refuse to carry you provided that:

1. you have fully informed us of any special requirements at the time of making a Reservation;
2. you have complied with any reasonable requests we may have (including complying with our Policies); and
3. we and the operator of any relevant Code Share Services have agreed to provide the special assistance. Please visit the Nauru Airlines Website www.nauruairlines.com.au or contact the Nauru Airlines Reservations for more information.

8.2 Unaccompanied minors

In addition to the requirements set out in Subparagraphs 8.1 and 10.2, Nauru Airlines will only carry unaccompanied minors in accordance with its Unaccompanied Minor Policy, which in summary requires:

1. children under 5 years old will not be carried as an unaccompanied minor;
2. children between the ages of 5 and 11 inclusive (i.e. before their 12th birthday) who are booked to travel on a Nauru Airlines flight;
without the supervision of their parent, legal guardian or other person nominated by the child's parent or guardian who is 16 years or older, be booked as an 'Unaccompanied Minor' for that flight;
3. the Unaccompanied Minor to hold his or her own valid passport and all country specific travel documents, including any visas or authorisation letters;
4. that the parent/guardian of the Unaccompanied Minor provide a completed and signed Unaccompanied Minor Form, which must include the name and contact details of the person/s who will deliver the child to our check-in staff, and, the name and contact details of the person/s who will collect the child from our staff;
5. the Unaccompanied Minor Form should be submitted to the Nauru Airlines Reservations team (reservations@nauruairlines.com.au) at least 72 hours before the time of departure; and
6. the person/s delivering and collecting the Unaccompanied Minor to produce a valid piece of photo identification and signed acceptance or delivery forms for each child travelling

There are other limitations, restrictions and requirements that apply to the carriage of Unaccompanied Minors set out in our Unaccompanied Minor Policy. It is your responsibility to read and comply with the Policy in full. Nauru Airlines reserves the right not to carry the Unaccompanied Minor if the requirements set out above and contained in our Unaccompanied Minor Policy are not complied with.

The complete Unaccompanied Minor Policy is available at <https://www.nauruair.com/travel-info/before-you-fly/special-requests/unaccompanied-minors>.

8.3 Pregnancy

We do not represent that air travel is safe at any particular point during pregnancy, including during the time periods noted below. You must seek advice from your own medical practitioner prior to carriage as to whether it is safe to fly. If you are pregnant, the following precautions apply:

International travel is not permitted after the 36th week for routine pregnancies or the 32nd week for routine multiple pregnancies e.g., twins. After 28 weeks, you need to carry a certificate or letter from a registered medical practitioner or registered midwife confirming:

- the estimated date of delivery.
- whether it is a single or multiple pregnancy.
- that the pregnancy is a routine pregnancy and that there are no complications with the pregnancy.

Medical clearance is only required if you are having complications with your pregnancy or if you wish to travel past the 36th (or 32nd for multiple pregnancies) week. Some countries place limitations on the entry of non-national pregnant women. Check with the relevant embassy or consulate before you fly to confirm any further limitations.

8.4 Special meals

If you request a special meal when you make your Reservation, we will try to ensure it is available on your selected flight. However, we do not guarantee that we will be able to supply your special meal and we will not be liable to you for any loss, expense or other damage should we be unable to provide your requested special meal for any reason.

9. AT THE AIRPORT

9.1 Check-in

You must arrive at the airport early enough to allow you to complete check-in procedures before the check-in deadline. You must bring with you a valid passport, your Paper Ticket or Electronic Ticket and all necessary travel documentation for your Destination and any Stopovers. You must present all of these documents to Nauru Airlines Staff if you are asked to do so. You must keep any material we give you at check-in (such as a boarding pass and a baggage check document) until completion of your travel with us.

9.2 Check-in deadline

You will be advised of the check-in deadline for your flights in your Itinerary and/or by the Authorised Agent. As a general rule, check-in commences three hours prior to departure and closes one hour before the scheduled departure time of the aircraft. As flight times may change and different airports may have different check-in deadlines, you must make sure you are aware of the check-in deadline for all of the flights shown on your Ticket.

9.3 Arriving at the boarding gate

You must complete all departure formalities (such as clearing Immigration) in time to arrive at the boarding gate no later than the time specified to you at check-in and displayed on the flight information displays at the airport.

9.4 If you are late or you do not comply with check-in rules

Subject to the Australian Consumer Law, If you are late or do not comply with the check-in rules described in this Paragraph 9 through no fault of ours, Nauru Airlines reserves the right to cancel your Reservation, refuse to carry you and/or to charge you a reasonable service fee to re-book your flight.

9.5 Presentation of travel documents

If we ask you to do so, you must present travel documents for the destinations and any Stopovers listed on your Ticket and permit us to make copies of them for security and procedural requirements and/or as required by any applicable Laws or we may refuse to carry you or your baggage in accordance with subparagraph 10.2.

10. REFUSAL OF CARRIAGE

10.1 General

We are not a common carrier and Nauru Airlines strives to ensure an enjoyable, safe and secure travel experience for all of its Passengers. We may take all steps Nauru Airlines believes necessary to ensure the safety and security of our Passengers including refusing carriage to you and other Passengers in some circumstances. In addition, Nauru Airlines may refuse carriage due to the practice of overbooking, see Subparagraph 10.4.

10.2 Refusal of carriage due to conduct

Nauru Airlines may refuse to carry you or your Baggage if we in our absolute discretion determine that:

1. refusal of carriage is necessary to ensure the safety of you or others;
2. carrying you on the flight may materially affect the comfort of any person on the flight;
3. refusal of carriage is necessary to comply with any applicable Laws (including any laws of countries you are being flown from, to or over);
4. you have failed to comply with our check-in requirements, including minimum check-in times;
5. you failed to arrive at the boarding gate by the time listed on your boarding pass or shown on the flight information screens at the airport;
6. you require special assistance (including in relation to unaccompanied minors) but have not contacted us to make prior arrangements, have provided us with inaccurate or incomplete information in relation to your requirements or have otherwise failed to comply with these Conditions and any applicable policies and requirements (Nauru Airlines will exercise this right only to the extent permitted by any applicable Laws);
7. you require but have not provided a satisfactory medical certificate in accordance with Nauru Airlines' Medical Clearance Guidelines;
8. you have refused to submit to a security check for you and/or your Baggage;
9. you have failed to comply with our reasonable directions (including the directions of Nauru Airlines Crew and Nauru Airlines Staff or Agents);
10. you have failed to comply with any applicable Laws, rules, regulations, or these Conditions;
11. you have not paid the Fare and/or any applicable taxes or charges, your Ticket has been reported lost or stolen, has been dealt with by you in a way which contravenes these Conditions (e.g. transferred) or has otherwise been acquired unlawfully;
12. you do not have, or do not appear to have, valid travel documents or health documents for your entire journey (including, if requested by Nauru Airlines, valid evidence of COVID-19 vaccination status and/or negative COVID-19 test results) for your country of origin or destination or you destroy your travel documents enroute, or you refuse to give, show or allow us to copy your travel documents;
13. you cannot prove you are the person listed on your Ticket;

14. you are (or appear to be) drunk or otherwise under the influence of drugs or alcohol;
15. you are (or are suspected to be) unlawfully in possession of drugs or illicit drugs;
16. your mental or physical state is threatening or a danger to Nauru Airlines' staff or passengers;
17. you have used threatening, abusive or insulting words or actions towards Nauru Airlines Staff, other Passengers or other persons at the airport;
18. you have committed any offence in relation to your carriage including an offence during the check-in process or onboard the aircraft;
19. you have tampered in any way with the aircraft or ground equipment, made a threat, or in any way put the safety of the aircraft in danger;
20. you have failed to comply with these Conditions (including that you have done any of the things listed in Subparagraph 12.3; and/or
21. you have done any of the things listed in Subparagraphs 10.2 (8) to (20) (inclusive) on a previous flight (whether that flight was operated by Nauru Airlines or another carrier) and Nauru Airlines has reason to believe that you may do the same thing again.

10.3 If you are refused carriage due to your conduct

If you are refused carriage as a result of one or more of the matters referred to in Subparagraph 10.2, we will advise you with a notice refusing carriage. The advice may specify that you are refused carriage only for your ticketed flight, or it may specify a period of time during which we will not carry you. You must not travel or attempt to travel with us during this specified period. We reserve the right to cancel any Ticket you attempt to use to travel on Nauru Airlines when the notice is in force and subject to your rights under applicable Laws including the Australian Consumer Law, refuse to provide you with a refund.

10.4 Refusal of carriage due to overbooking

Like most airlines, Nauru Airlines on occasion overbooks flights in order to account for passengers who do not arrive for their ticketed flight. If you are refused carriage because your flight has been overbooked and you hold a valid Ticket and have complied with these Conditions, then we will offer you a seat on the next available Nauru Airlines flight. If this is not acceptable to you, you may be entitled to compensation in accordance with any applicable Laws including the Australian Consumer Law.

11. SCHEDULES AND DISRUPTIONS

11.1 General principles

Nauru Airlines will try to ensure that you and your Baggage depart and arrive as closely as possible to our scheduled departure and arrival times, as in force on your date of travel. However, we do not guarantee that we will be able to carry you and your Baggage in accordance with the flight times or schedules and they do not form part of your contract with us. Schedules may change without notice for a range of reasons including but not limited to bad weather, air traffic control delays, strikes, technical disruptions and late inbound aircraft.

11.2 Schedules and changes

When you make a Reservation, Nauru Airlines or an Authorised Agent will tell you the scheduled time of your flights. We may need to change the scheduled departure time of your flight. If we change the time of your flight, we will make reasonable attempts to contact you or your Authorised Agent, using the contact details you have provided us. We do not guarantee that we will be able to contact you, and so you should check prior to your flight to make sure your flight times have not changed.

11.3 Liability for schedule changes

Except as set out in Subparagraphs 11.5 and 11.6, and unless any applicable Laws or Conventions provide otherwise, Nauru Airlines will not be liable to you for any losses that you incur as a result of schedule changes. Unless provided for in these Conditions of Carriage, a Convention or any applicable law, we will not be responsible for paying any costs or expenses you may incur as a result of the changed time or cancellation.

11.4 Disrupted flights

Flights may be delayed or cancelled or may originate from and be diverted to airports other than those scheduled, due to various factors. What Nauru Airlines will do for you if your flight is disrupted will depend on whether or not the disruption is due to Events Beyond our Control (see Subparagraphs 11.5 and 11.6).

11.5 Disruptions NOT due to Events Beyond our Control

Nauru Airlines will use reasonable endeavours to ensure that you arrive at your scheduled Destination or Stopover as soon as possible. Subject to any remedies under applicable Laws such as the Australian Consumer Law or the appropriate Conventions, if your flight (on Nauru Airlines) is cancelled, fails to stop at your scheduled Destination or Stopover, or causes you to miss a connecting flight which is on your Ticket and on which your Reservation is confirmed, we will:

1. carry you on our next scheduled service on which space is available; or
2. if the relief in Subparagraph 11.5.1 is not available within a reasonable period of time (having regard to Nauru Airlines' published schedule), re-route you to the scheduled Destination or Stopover shown on your Ticket, using the services of other carriers (or a combination of Nauru Airlines and other carrier services) or by other means of other transportation; or
3. if neither the relief in Subparagraph 11.5.1 or 11.5.2 is available, or if Nauru Airlines in its absolute discretion decides that Subparagraph 11.5.1 or 11.5.2 are unsuitable in the circumstances, we will provide a refund to you in accordance with Paragraph 7.

The remedies described in this Subparagraph 11.5 are your only remedies in relation to the matters described in Paragraph 11 and Nauru Airlines will have no further liability to you unless any applicable Laws or Conventions expressly specify otherwise.

11.6 Disruptions due to Events Beyond our Control

Where we have had to make a change to your flight due to Events beyond our Control, we will:

1. use reasonable endeavours to rebook you on the next available flight on our services at no additional cost to you; or
2. if we are unable to rebook you on services acceptable to you, provide you with a refund or flight credit where the purpose of your trip is void, subject to the Fare Rules for your flight.

You may also have rights or remedies under the Australian Consumer Law. We will not be responsible for paying any costs or expenses you may incur as a result of the delay or cancellation caused by the Events Beyond our Control, unless otherwise required by applicable Conventions, Tariffs or Laws.

12. DURING YOUR FLIGHT

12.1 Safety is paramount

Nauru Airlines' first priority is the safety of its Passengers. Nauru Airlines will take all reasonable steps to ensure its Passengers' safety at all times. You have an important role to play in the safety of your flight, both in relation to the things you should do, and the things you should never do. This Paragraph 12 explains these obligations and the steps Nauru Airlines may take to ensure safety.

12.2 Your obligations

Whenever you travel with Nauru Airlines, you must:

1. Respect Nauru Airlines Crew and obey their directions

Nauru Airlines Crew have been extensively trained to ensure you have a safe and comfortable flight. At all times you must listen carefully to and promptly obey any directions given to you by Nauru Airlines Crew. This includes any direction to provide your travel documents to Nauru Airlines Crew.

2. Safety briefing

Listen carefully to the pre-flight safety briefing, read the safety card provided to you, identify your nearest exits and familiarise yourself with the location and operation of safety equipment.

3. Seatbelt and infant restraints

Wear your seatbelt whenever you are seated – even when you are sleeping. Make sure you know how to operate infant and child restraints and use them only as directed by Nauru Airlines Crew.

4. Remain seated

Remain in your seat whenever the 'Fasten Seatbelt' sign is illuminated and return to your seat if Nauru Airlines Crew tell you to do so.

5. Stow Carry-on Baggage

Stow your Carry-on Baggage as directed by Nauru Airlines Crew.

6. Use electronic devices only as directed

Use electronic devices (including but not limited to personal music players, laptop computers and game devices), only when Nauru Airlines Crew tell you it is safe to do so. Do not use transmitting devices (including but not limited to radios and remote-controlled toys), while onboard. You are required to switch off your mobile phone or switch it to 'flight mode' while onboard the aircraft. If you do not comply with these directions Nauru Airlines crew may take your electronic device from you and keep it until the end of the flight.

7. Behave responsibly and respect fellow passengers

You will be sharing your flight with others, so please consider and respect their privacy, peace and personal space. Please make sure you behave in a way which does not disturb or cause offence to your fellow passengers.

8. Consume alcohol responsibly

Nauru Airlines is serious about the responsible service of alcohol. We ask that you drink in moderation and ensure that you drink plenty of water to keep hydrated. In order to help us serve alcohol responsibly you must only consume alcohol which we supply to you on the flight and no alcohol that you bring onboard with you. We may refuse to serve you alcohol where we consider you to be impaired by the effects of alcohol.

12.3 What you must never do

Whenever you travel with Nauru Airlines, you must never:

1. Smoke or use Electronic Cigarettes and Vapes

All Nauru Airlines services are non-smoking, and most laws prohibit smoking onboard aircraft or in and around airport terminals. Electronic cigarettes, vapes and all other smoking devices are not allowed to be used or charged at any time.

2. Behave in offensive manner

You must not behave in a manner which would be considered by a reasonable person to be offensive, or in a manner which might cause discomfort, distress, offence or injury to another person.

3. Disobey directions

Nauru Airlines Crew will at times ask you to do things (such as returning to your seat when the aircraft encounters turbulence) which are important for your safety and the safety of others. You must never disobey these directions.

4. Use illicit drugs

You must not use illicit drugs onboard Nauru Airlines aircraft or use prescription drugs which you are not medically required to take.

5. Endanger safety of aircraft, Crew or others

You must never do anything which may endanger the safety of the aircraft on which you are travelling, the safety of Nauru Airlines Crew and/or your fellow passengers.

6. Tamper with or damage aircraft or onboard equipment

You must never tamper, interfere with or damage any part of the aircraft or the equipment carried onboard.

7. What Nauru Airlines may do to ensure safety.

Nauru Airlines reserves the right to take all steps which are reasonably necessary to ensure the safety of a flight and Nauru Airlines Crew and Passengers. If in the opinion of our Crew you have not complied with your obligations in Paragraph 12 and in particular, if you have done any of the things listed in Subparagraph 12.3 we may take steps which may include one or more of the following:

- a) move you to another seat, or another part of the aircraft;
- b) restrain you;
- c) take any such other action as is reasonably necessary to ensure the safety of the flight, its Passengers and Nauru Airlines Crew, including the reasonable use of force;
- d) remove you from the flight;
- e) divert the flight and offload you from it at your cost;

- f) report you to the relevant authorities;
- g) refuse carriage for the remaining journeys on your Ticket; and/or
- h) serve you with a notice of refusal of carriage, see Subparagraph 10.3.

If we divert the aircraft to an unscheduled destination as a result of your failure to comply with these Conditions (including your conduct as described in Subparagraph 12.3) you must pay us the reasonable costs of the diversion.

13. AFTER YOUR FLIGHT

13.1 Baggage collection

Make sure you collect your Checked Baggage from the collection point advised to you by Nauru Airlines Staff when you arrive at your Destination.

13.2 Lost Baggage

If you cannot find your Baggage please notify Nauru Airlines Staff and provide them with your Ticket and any baggage identification tag which was issued to you at check-in.

13.3 Wrong bag

If you collect the wrong bag, you must return it to the airport where you collected it as soon as you discover the error.

13.4 If you do not collect your baggage

If you do not collect your Baggage within 30 days after your flight, Nauru Airlines will, acting reasonably, attempt to contact you with the details provided at the time of your Reservation. If we are unable to reach you, or you fail to collect the Baggage within the agreed period, we may destroy it without further notifying you and without paying you any compensation, unless required by applicable Laws.

13.5 Leaving bags behind

Nauru Airlines is not responsible or liable to you for any loss you suffer as a result of leaving behind any Checked Baggage or Carry-on Baggage onboard or at the airport.

14. SUCCESSIVE CARRIERS

If your Ticket is for flights operated by Nauru Airlines and other carriers, the carriage may be regarded as a single operation under any applicable Laws or Conventions.

15. ARRIVAL FORMALITIES AND ADMINISTRATIVE REQUIREMENTS

15.1 Visas and entry documents

You are responsible for ensuring that you obtain and present at your Destination and any Stopover all required travel documents (see Paragraph 3). Nauru Airlines is not responsible or liable to you if you have failed to obtain or lost these documents.

15.2 Entry rules and requirements

You must also comply with all entry requirements, rules and regulations of your Destination or any Stopover. This includes any immigration, customs and security requirements. Nauru Airlines is not responsible or liable to you if you do not comply with these requirements, rules and regulations.

15.3 If you are refused entry or deported

If you are refused permission to enter a country during your journey with Nauru Airlines or are deported, then regardless of the reason for the refusal of entry or deportation:

1. we will, if required by a governmental authority, transport you from the country that has refused you entry or deported you;
2. you must pay for any costs associated with the refusal of entry or deportation, including any fines and detention and repatriation costs;
3. we will not provide you with a refund for your Ticket where you were denied entry and may offset any unused part of your Ticket to offset any repatriation costs or fines incurred by Nauru Airlines as a result of your refusal of entry or deportation; and
4. you must reimburse us for any fines, penalties, losses, costs, expenses or damage which Nauru Airlines incurs as a result of you being denied entry or deported.

16. BAGGAGE

16.1 Baggage allowance

Nauru Airlines will provide you with a free Baggage allowance as part of your Ticket. Your actual allowance will depend on your cabin class of travel and the applicable Fare Rules. This allowance relates both to Checked Baggage and Carry-on Baggage. The basic free Baggage allowances are set out in Nauru Airlines' Conditions of Contract and Other Important Notices and on our website. We may change the Baggage allowances from time-to-time. However, any change will not impact existing bookings and will only apply to future bookings made after the effective date of the change.

16.2 Excess Baggage and oversized Baggage

If you wish to take Baggage with you which is bigger or heavier than your free Baggage allowance, it will be considered excess and/or oversized Baggage and you will be charged extra for it. In addition, if your Baggage exceeds certain size and weight limitations, it must be sent as freight, or we may refuse to carry it. For more information visit Nauru Airlines' Website www.nauruairlines.com.au or contact Nauru Airlines' Reservations.

16.3 Carrying your Baggage and right to refuse

1. Carriage on same flight

While Nauru Airlines will use its best endeavours to carry your baggage on the same flight as you, we may for operational reasons (such as aircraft take-off weight restrictions) carry your baggage on the next available flight.

2. Right to refuse carriage

Nauru Airlines may in its absolute discretion refuse to carry your Baggage (or refuse to continue to carry your Baggage if a problem is detected after you first check in):

- a) if it does not meet the requirements in this Paragraph 16 or the requirements set out in these Conditions or the Baggage Policy of Nauru Airlines;
- b) if it is not securely packed in suitable materials;
- c) if it may cause discomfort or inconvenience to other Passengers (for example, because of any odour it emits); or
- d) for safety or operational reasons.

16.4 Not acceptable as Baggage

You must never include in your Baggage:

1. items which may endanger the aircraft or persons, or property onboard the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the IATA Dangerous Goods Regulations and in our regulations (further information is available from Nauru Airlines on request);
2. items which are prohibited by any applicable Laws (including any laws of countries you are being flown from, to or over);
3. items which Nauru Airlines in its absolute discretion refuses to take; and
4. other items prohibited in Paragraph 16.

16.5 Right to search

In addition to any searches required by any applicable Laws, for reasons of safety and security, we reserve the right to search your Baggage at any time to ensure that it meets Nauru Airlines' baggage requirements including any requirements set out in the Policies. Nauru Airlines may refuse to carry you or your Baggage if you refuse to consent to a search. Your Checked Baggage may be searched by us, government or airport officers or their representatives in your absence if you are not available, for the purpose of determining whether you are in possession of, or whether your Baggage contains any item listed in Subparagraph 16.4. Except as otherwise provided by a Convention or other applicable Laws, if a search, screening or x-ray causes damage to you or your Baggage, we will not be liable for the damage unless it was caused by our fraud, negligence or wilful misconduct.

16.6 Rules for Checked Baggage

You must comply with the following rules in relation to Checked Baggage:

1. Not acceptable as Checked Baggage

Nauru Airlines does not accept the following items as Checked Baggage and to the extent permitted by applicable Laws, does not accept liability for their loss or damage unless the items are identified to us and we have, in our absolute discretion, given our written acceptance for carriage and accepted liability in writing for their loss or damage:

- a) cash, credit cards, deeds, passports and other travel documents, securities, business documents or

other valuable documents;

- b) jewellery, antiques, precious metals or similar valuable items;
- c) any item of a delicate, fragile or brittle nature e.g. glassware, sports equipment, musical instruments;
- d) any item of a perishable nature e.g. seafood;
- e) medicines;
- f) buckets;
- g) polystyrene eskys and we will only accept IATA approved polystyrene boxes as cargo;
- h) mattresses of any kind and these must be presented at the Cargo terminal;
- i) TV's exceeding 43 inches;
- j) large oversize eskys measuring greater than 1,500 i.e. eskys measure more than of 1,500mm when adding height, width and length. These need to be presented as cargo;
- k) electrical or electronic components e.g. computers, cameras; and
- l) any item that has insufficient packaging to withstand the normal circumstances and effects of carriage by air.

2. Checked Baggage receipt

You must keep any receipt which Nauru Airlines or a carrier of a Code Share Service gives you for your Checked Baggage. This is an important document which will help you to claim your Baggage at your destination and to claim any applicable compensation if your Baggage is lost or damaged.

3. Identification of Baggage

You should ensure that all of your Checked Baggage is marked with your name and address or some other form of unique identification which will allow confirmation that the Baggage belongs to you.

4. Sporting goods

There is no free sporting equipment baggage allowance and all sporting equipment is added to your baggage allowances. Contact Nauru Airlines Reservations for more information if you are planning to check in sporting goods.

16.7 Rules for Carry-on Baggage

You must comply with the following rules in relation to Carry-on Baggage:

1. Dimension limits

Nauru Airlines' Conditions of Contract and Other Important Notices set out the allowances for Carry-on Baggage, including dimension and weight limits. If your Carry-on Baggage exceeds these limits, or if we decide that your Carry-on Baggage cannot be safely carried in the cabin of the aircraft, we may carry your Baggage as Checked Baggage, or may refuse to carry it at all if it is an item to which Subparagraph 16.4 applies.

2. Special items

Nauru Airlines may accept larger items (such as musical instruments) which would normally not be

suitable as Carry-on Baggage if you make prior arrangements with us. Nauru Airlines reserves the right to charge a reasonable additional fee for the carriage of the item as Carry-on Baggage.

16.8 Rules for carriage of animals

Nauru Airlines may carry animals if you make prior arrangements with us in either the aircraft hold or the aircraft cabin depending on the type of animal. Nauru Airlines reserves the right to refuse to carry your animal and to set requirements in relation to crates, feeding, health and vaccinations. For more information please visit Nauru Airlines' Website or Reservations. Nauru Airlines will carry recognised assistance animals in the cabin of the aircraft, in accordance with Nauru Airlines' Policies.

16.9 Carriage of firearms

We may, but are not obliged to, agree to carry firearms and ammunition for hunting or sporting purposes 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. Applications for the carriage of firearms and ammunition for hunting or sporting purposes must be submitted at least 7 working days prior to your anticipated departure date.

17. LIABILITY FOR DAMAGE

17.1 Determination of liability

The liability of Nauru Airlines and each carrier involved in your journey will be determined by these Conditions, any applicable Laws and Conventions and each carrier's conditions of carriage. Nothing in these Conditions limits or excludes our liability to you that we cannot limit or exclude under applicable Laws (including the Australian Consumer Law) or the Conventions.

The following is a brief outline but you should obtain professional advice in the event that you believe that you may have a claim as a result of any injury, loss or damage. The limits of liability fixed by law are subject to periodic review and variation and you may be entitled to any higher limit applicable at the time of carriage.

17.2 Liability rules

Unless this Paragraph 17 says otherwise, international carriage, as defined in any applicable Conventions, will be governed by the liability rules of those applicable Conventions. Where a Convention does not apply, these Conditions will govern Nauru Airlines' liability. If your flight has a destination or stop in a country other than the one from which you depart the Montreal Convention (as amended) or its predecessor, the Warsaw Convention (as amended), may apply to your flight. These Conventions may govern the flight and, in most cases:

1. impose liability and create rights of action in defined circumstances during international carriage by air;
2. limit the liability of airlines in the case of your death or injury, loss of or damage to Baggage, cargo and delay;
3. impose conditions in relation to notice of damage and the time to bring legal proceedings; and

4. specify where proceedings may be brought and may exclude claims under other laws.

17.3 Death or Injury of Passengers

In the event of death or other bodily injury suffered by a Passenger as a result of an accident covered by any applicable Conventions:

1. If the Montreal Convention (as amended) applies, Nauru Airlines:
 - a) will be liable for any damages up to 128,821 SDRs (about A\$264,000) in respect of death or bodily injury caused by an accident onboard an aircraft or during embarking or disembarking from an aircraft.
 - b) will not be liable for damages to the extent that it exceeds 128,821 SDRs (about A\$264,000) for each passenger if:
 - i) such damage was not due to the negligence or other wrongful act or omission of Nauru Airlines or its servants and agents; or
 - ii) such damage was solely due to the negligence or other wrongful act or omission of a third party.
 - c) damages for death or bodily injury may be reduced or even exonerated if Nauru Airlines proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation.
2. If the Warsaw Convention (as amended) applies similar provisions to those relating to the Montreal Convention will prevail but where there are financial limits of liability those limits will be different and you should obtain advice on the level of liability that may apply at the time of loss or damage. However, any liability we may have for damage will be reduced in accordance with applicable laws by any negligence on your part that causes or contributes to the damage.
3. Nauru Airlines reserves all other defences and limitations available under any applicable Conventions to such claims including, but not limited to, the exoneration defence of Article 21 of the Warsaw Convention (as amended) and Article 20 of the Montreal Convention (as amended) except that Nauru Airlines shall not invoke Articles 20 and 22(1) of the Warsaw Convention (as amended) and Articles 19 and 22 of the Montreal Convention (as amended) in a manner inconsistent with these Conditions.
4. Where your flight is wholly within Australia and is not International Travel it is subject to the provisions of the *Civil Aviation (Carriers' Liability) Act 1959* (as amended) or complementary State legislation and our liability for your injury or death resulting from an accident is limited to A\$925,000.
5. Nauru Airlines reserves all rights of recourse against any third parties, including without limitation, rights of contribution and indemnity.
6. Notwithstanding this Subparagraph 17.3 and the above Subparagraphs, any claims made by public social insurance or similar bodies (except with respect to any such bodies of the United States) shall be subject to the liability limit and defenses under any applicable Conventions.
7. Notwithstanding this Subparagraph 17.3 and the above Subparagraphs, in respect of travel to and from the United States, the following shall apply:

Nauru Airlines shall avail itself of the limitation provided in the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw 12 October 1929, or provided in the said

Convention as amended by the Protocol signed at The Hague 28 September 1955. However, in accordance with Article 22(1) of said Convention, or said Convention as amended by said Protocol, Nauru Airlines agrees that, as to all international transportation by Nauru Airlines as defined in the said Convention or said Convention as amended by said Protocol, which, according to the contract of Carriage, includes a point in the United States of America as a point of origin, point of destination, or agreed stopping place:

- (1) the limit of liability for each passenger for death, wounding, or other bodily injury shall be the sum of US \$75,000 inclusive of legal fees and costs, except that, in case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US \$58,000 exclusive of legal fees and costs; and
- (2) Nauru Airlines shall not, with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of said Convention or said Convention as amended by said Protocol.

Nothing herein shall be deemed to affect the rights and liabilities of Nauru Airlines with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger.

17.4 Physical condition

To the extent permitted by Laws, Nauru Airlines is not responsible for any pre-existing illness, injury or disability, including death, attributable to your physical condition or the aggravation of such condition.

17.5 Baggage

1. Nauru Airlines will be liable only for destruction, loss, damage or delay occurring during carriage ticketed on Nauru Airlines' 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 as outlined in Subparagraph 2.5. With respect to Checked Baggage you may also have a right of action against the first or last carrier.
2. Nauru Airlines is not responsible for small or non-significant damage to checked baggage. This includes:
 - a) scratches, dents and minor cuts;
 - b) damage to or loss of straps, hooks or belts;
 - c) broken wheels or feet;
 - d) zips or locks;
 - e) damage to retractable or fixed baggage handles;
 - f) damage resulting from over packing. and/or
 - g) for US flights only Nauru Airlines is not responsible for fair wear and tear including scratches, dents, minor cuts or damage caused from over packing.
3. Nauru Airlines is not liable for any damage to your Carry-on Baggage unless the damage was caused by the fault of Nauru Airlines.
4. You are responsible for any damage caused by your Baggage to other persons or property, including Nauru Airlines' property; and you agree to indemnify Nauru Airlines for any such damage unless such damage is caused by our fraud, negligence or wilful misconduct.
5. Except to the extent required by any applicable Laws, Nauru Airlines is not liable for damage or delay to items which you are asked not to include in your Checked Baggage as per Subparagraph 16.6.1.

6. Where your travel is international carriage as defined in any applicable Conventions and those Conventions apply, Nauru Airlines' liability for loss of, damage to, or delay in the carriage of your Checked Baggage is limited by the applicable Conventions except where you prove that the damage resulted from an act or failure to act either done with the intention to cause damage or recklessly and with knowledge that damage would probably result. Subject to the foregoing exception, Nauru Airlines' liability for loss of, damage to, or delay in the carriage of Baggage is limited by any applicable Conventions as follows:
 - a) If the Montreal Convention (as amended) applies, our liability is limited to 1,288 SDRs (about A\$2,640).
 - i) in the case of Checked Baggage, Nauru Airlines will not be liable to the extent the damage resulted from an inherent defect, quality or vice of the Checked Baggage;
 - ii) in the case of Carry-on Baggage, Nauru Airlines will only be liable if Nauru Airlines was at fault.
 - b) If the Warsaw Convention (as amended) applies liability for loss, delay or damage is limited to 250 francs per kilogram for Checked Baggage or 5,000 francs for Carry-on Baggage (unless Article 25 of the Warsaw Convention applies, in which case these limits do not apply).
 - c) The limitations referred in Subparagraphs 17.5.5(a) and (b) do not apply if the Passenger declared a higher value in advance and paid additional charges. Only in that instance shall Nauru Airlines' liability be extended to the higher declared value.
7. If there has been contributory negligence on your part with respect to any destruction, loss, damage or delay of Baggage, our liability may be eliminated or reduced in accordance with applicable Laws.
8. If you hold a Baggage receipt and receive your Checked Baggage without making a complaint, it will be reasonable evidence that the Checked Baggage was delivered in good condition, unless proven otherwise. In the case of damage, the person entitled to delivery must advise the carrier immediately after the discovery of the damage, and, at the latest, within seven days from the date of receipt in the case of Checked Baggage and fourteen days from the date of receipt in the case of cargo. In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the Checked Baggage or cargo have been placed at his or her disposal.
9. In case of carriage not subject to any applicable Conventions, Nauru Airlines' liability for Checked and Carry-on Baggage shall be limited pursuant to the *Civil Aviation (Carriers' Liability) Act 1959* (Cth) or complementary Australian State legislation and our liability for loss or damage is limited to A\$3,000 per Passenger for Checked Baggage and A\$300 per Passenger for Carry-on Baggage.

17.6 Passenger Delay

1. Subject to applicable Laws, Nauru Airlines will not be liable for loss or damage occasioned by delay in the carriage of Passengers by air if it and its servants took reasonable measures that could reasonably be required to avoid the damage, or that it was impossible for them to take such measures.
2. Airport, air traffic, control, security and other facilities or personnel, whether public or private, who are not under the control and direction of Nauru Airlines are not agents or servants of Nauru Airlines and Nauru Airlines is not liable to the extent that the delay is caused by these types of facilities or personnel.
3. In the case of delay to your flight:

- i) where the Montreal Convention (as amended) applies, we will be liable for damage except when we took all measures that could reasonably be required to avoid the damage or it was impossible for us to take such measures. Our liability under the Montreal Convention (as amended) is limited to 5,346 SDRs (about (\$11,000); and
- ii) where the Warsaw Convention (as amended) 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.

17.7 Total liability limit

Subject to applicable Laws, in no case will Nauru Airlines' liability exceed the actual amount of damages suffered by the Passenger. All claims shall be limited to proven direct compensatory damages. Nauru Airlines will not in any circumstances be liable for exemplary, aggravated, consequential, indirect or special loss or damages.

17.8 Reduction for contribution to damage

Any liability of Nauru Airlines for damage may be reduced by any negligence on your part which causes or contributes to the damage in accordance with applicable Laws.

17.9 Damage arising by law

Nauru Airlines will not be liable for any damage directly or indirectly arising out of its compliance with any applicable Laws, failure of a Passenger to comply with the same, or any Events Beyond our Control.

17.10 Application to others

These Conditions including the documents referred to in these Conditions (such as the Conditions of Contract and Other Important Notices) apply to our Authorised Agents, Nauru Airlines Staff and representatives to the same extent as they apply to Nauru Airlines. The total amount recoverable from us and from such Authorised Agents, Nauru Airlines Staff and representatives shall not exceed the amount of Nauru Airlines liability, if any.

17.11 No waiver

Except as otherwise expressly provided in these Conditions, nothing contained in these Conditions shall waive any defence or exclusions or limitation of liability under any applicable Conventions or Laws. With respect to third parties, we reserve all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.

18. TIME LIMITATION ON CLAIMS AND ACTIONS

18.1 Notice of Claims

In the case of loss or damage to Checked Baggage, you must notify us in writing within 7 days and in the case of delay, within 21 days of delivery. In respect of loss of or damage to Carry-on Baggage you must notify the Airline in writing within 7 days from the date the carriage ended.

18.2 Limitation of Actions

Unless otherwise required by law or 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 (2) years from:

1. the date of arrival at the destination;
2. the date on which the aircraft ought to have arrived; or
3. the date on which the carriage stopped.

The method of calculating the period of limitation shall be determined by the law of the court seized of the case.

19. TERMS USED IN THESE CONDITIONS

The singular includes the plural and vice versa. The titles of Paragraphs and the marginal headings are inserted for convenient reference only and are not to be used in ascertaining the meaning of any of the provisions of these Conditions.

Terms	Meaning
Agreed Stopping Places	Those places, except the place of departure and the place of destination, set forth in the Ticket or shown in Nauru Airlines' timetables as scheduled stopping places on the passenger's route.
Airline Designator Code	The two letters or number code issued by IATA to each airline to identify that airline and its flights. For example, Nauru Airlines' Designator Code is 'ON'.
Australian Consumer Law	Schedule 2 to the Australian <i>Competition and Consumer Act 2010 (Cth)</i> .
Authorised Agent	A duly licensed passenger sales agent who is authorised by Nauru Airlines to represent Nauru Airlines and sell Nauru Airlines Services.

Terms	Meaning
Baggage	The items and objects which you bring with you when you travel on Nauru Airlines and includes Checked Baggage and Carry-on Baggage.
Baggage Allowance	The allowance for your Baggage, as set out in the Fare Rules and administered in accordance with Paragraph 16 and the Policies.
Carry-on Baggage	Baggage which Nauru Airlines lets you take onboard the aircraft with you.
Checked Baggage	That part of your baggage including any excess baggage which we have taken into our custody and for which we have issued a baggage identification tag.
Code Share Services	A flight where the 'ON' Airline Designator Code in the flight number is not the Airline Designator Code of the Carrier/Airline operating the aircraft.
Conditions	These Conditions of Carriage.
Conditions of Contract and Other Important Notices	The additional terms and conditions on which the contract for your carriage has been made and which are contained in or delivered with your Ticket, Itinerary, the booking page of the Nauru Airlines Website, or your boarding pass and which incorporate these Conditions of Carriage by reference.

Conventions	<p>Whichever of the following instruments (or the following instruments as amended) that may be applicable to your travel with Nauru Airlines:</p> <ul style="list-style-type: none"> • The Montreal Convention (1999) (the Montreal Convention). • 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). <p>and any other applicable protocols or conventions and any enabling legislation.</p>
Destination	The last destination shown on your Itinerary.
Domestic Travel	Travel entirely within one country.
Electronic Coupon	An electronic flight coupon or other value document in electronic record form held in our database.
Electronic Ticket	A Ticket issued electronically (which may be comprised of Electronic Coupons) by Nauru Airlines or an Authorised Agent. Your electronic ticket may be combined with an Itinerary.
Events Beyond our Control	Events such as severe or inclement weather, strikes, security alerts, air traffic control issues, airport closures, government-imposed travel restrictions, pandemics or epidemics, cyber attacks or other unusual and unforeseen circumstances or events that may affect our ability to provide air transport as planned which we cannot control and the consequences of which we cannot avoid.
Fare	The applicable fare set by Nauru Airlines for travel contemplated in a Reservation (at the time of payment for the Reservation), along with applicable fees and
Terms	Meaning
	surcharges, and any taxes imposed by governments on the travel to which the Reservation relates.
Fare Rules	The rules set by Nauru Airlines in relation to its various fares, as set out in Nauru Airlines' Website, to which you agree when you purchase a flight on Nauru Airlines' Website, or as explained to you by an Authorised Agent.
Flight Coupon	That portion of the Ticket that bears the notation 'good for passage', or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.
IATA	The International Air Transport Association.
International Travel	Travel from one country to another.
Itinerary	A document provided to you by Nauru Airlines or an Authorised Agent which details your flights with Nauru Airlines and the destination of these flights. Your Itinerary may be combined with an Electronic Ticket.

Laws	Any laws of Nauru, Australia and any other nation which apply to your travel with Nauru Airlines.
Nauru Airlines	Nauru Air Corporation (trading as Nauru Airlines).
Nauru Airlines Crew	The flight crew (pilots) and cabin crew of flights operated by Nauru Airlines.
Nauru Airlines Staff	Employees, contractors and agents of Nauru Airlines, and includes Nauru Airlines Crew.
Nauru Airlines Services	The services described in Subparagraph 2.1.
Paper Ticket	A valid ticket issued in physical form by Nauru Airlines or an Authorised Agent.
Passenger	A person who has purchased a Ticket and who travels with Nauru Airlines.
Policies	Nauru Airlines' policies in relation to all aspects of passenger travel, including Baggage, Passengers requiring special assistance and Passengers requiring medical clearance to travel. Nauru Airlines' Policies are available on Nauru Airlines' Website or by contacting Nauru Airlines' Reservations.
Reservation	A booking on a Nauru Airlines flight and is confirmed only when recorded and paid for and accepted by Nauru Airlines.
SDR	A Special Drawing Right, a composite unit of currency that is the official unit of exchange of the International Monetary Fund.
Stopover	A deliberate interruption of a journey by the passenger, at a point between the place of departure and the place of destination, which has been agreed to in advance by Nauru Airlines.
Tariff	The published Fares, charges and/or related conditions of carriage of an airline.
Ticket	A document which validly entitles your travel on Nauru Airlines Services and includes an Electronic Ticket and a Paper Ticket.
Terms	Meaning
Ticketing Time Limit	The time limit set by Nauru Airlines within which you must pay the Fare for a Reservation.
us, we, our	Nauru Airlines.
you, your, yours	You, a Nauru Airlines Passenger, who has a Ticket for travel on Nauru Airline Services.

