

AUSTRALIAN JET ADVENTURES PTY LTD

ABN 46 096 016 125

STANDARD TERMS AND CONDITIONS

1. This is a Binding Contract

These terms and conditions form part of a binding contract between you and us which comes into effect as soon as we receive a booking and payment from you. These terms and conditions apply to all purchasers of flight packages from us. In these terms and conditions, "us", "we" and "our" means Australian Jet Adventures Pty Ltd ABN 46 096 016 125 and "you" or "your" means the person whose name is written below or who books or pays us for the service.

2. Deposit

A minimum deposit of 40% of the total purchase price of any flight package must be received by us before a booking will be accepted. This does not apply to gift vouchers, which require payment of 100% of the purchase price before a gift voucher will be issued.

3. Cancellations

We do not refund payments made to us. The exception to this is that, if we receive a written notice from you that you wish to cancel the package, we will refund to you any amount left over after we first deduct an administration fee. This exception does **not** apply to gift vouchers. If we receive your notice:

- more than 3 weeks before the date scheduled for the flight, then we will deduct \$150.00.
- 3 weeks or less before the date scheduled for the flight, then we will deduct 40% of the purchase price.

4. Rescheduling

Once we have accepted your booking for a flight on a particular date and time, and received payment from you, you may not reschedule it. However, rescheduling is permitted if and only if all of the following requirements are satisfied:

- we receive written notice that you wish to postpone the flight to a new date and time, before the scheduled date
- the new date and time is convenient to us and not after the expiry date shown on the voucher and not more than 6 months after the original purchase. *
- you pay us an administration fee, which the amount of which varies depending on how much notice you give us. If we receive your notice:
 - at least 3 weeks before the scheduled flight date, the fee is \$50.00
 - 3 weeks but more than 1 week before the scheduled flight date, the fee is \$100.00 or 10% of the purchase price (whichever is higher).
 - 1 week or less before, but not on the scheduled flight date, the fee is \$200.00 or 20% of the purchase price (whichever is higher).

If we do not receive your notice until on or after the schedule date, the request is treated as a cancellation, and the cancellation fee of 40% of the purchase price applies. In this circumstance Gift Voucher holders will incur a fee equal to 40% of the purchase price. As protection against unforeseen circumstances, we strongly recommend that you take out travel insurance.

* Non Gift Voucher flights may be rescheduled beyond the 6 month period however a fee equal to the difference between the original purchase price and the price current at the time of the extension will payable – this fee is in addition to any other fees incurred for rescheduling.

5. Confirmation

We will contact you to confirm receipt of your deposit payment, or any notice from you that you wish to cancel or reschedule your booking. You must not assume that we have received your payment or notice until we contact you to confirm.

6. Gift vouchers

Payments made for gift vouchers are not refundable under any circumstances. Gift vouchers expire strictly within the period specified on the gift voucher. If the flight is not used within that period, the right to the flight will be forfeited, without refund or compensation.

Note it is in your interests to book the flight at least 28 days prior to the expiration of the voucher. Capacity is not unlimited and flights are conducted per bookings against flight slots.

If you contact us before 28 days prior to the expiry date of the voucher we will, if no slots are available between the time you contact us and the expiry date of the voucher, offer you the first available flight slot after the expiry of the voucher at no additional cost. If you elect not to take this slot then you may book another slot using the voucher however then a fee equal to the difference between the retail price of the flight at that time and the amount paid for the voucher will apply.

If you contact us within the 28 days (inclusive) prior to the expiry date of the voucher and no slots are available we will allow you to make a booking for a slot using the voucher, however in this case a fee equal to the difference between the retail price of the flight at that time and the amount paid for the voucher will apply.

Neither of two prior clauses impact the expiry date of the voucher or any other terms or conditions herein.

7. Circumstances beyond our control

If required due to circumstances beyond our control, we may change the date and time of the flight at any time. We will make all reasonable attempts to contact you as early as possible to notify you of any change. It is your responsibility to provide us with a mobile phone number and make yourself available to be contacted on that number prior to the scheduled time. We will attempt to reschedule to a date and time mutually convenient for both of us. No refund or compensation will be paid to you in these circumstances.

Flight DVD's: whilst we take every care to ensure the recording of each flight onto DVD is successful, in the rare event of any failure of the camera and/or recording equipment we accept no responsibility for the lack of recorded footage and the client is not entitled to any compensation of any type for such a failure. Footage is archived for a period of 8 weeks after the flight date. If you have not received your ordered DVD within this time please contact our office as soon as possible, as all archived footage is deleted and copies will be unable to be made.

8. Passenger restrictions

You must read and familiarise yourself with our passenger criteria policy, a copy of which can be found on our website at <http://www.austjetadv.com> and to ensure that the passenger (if not you) also does so. If you have any doubts about whether a passenger meets our criteria, we strongly recommend you check this with us before making a booking. Passengers who do not comply with our policy will not be accepted for flights, and no refund or compensation will be paid. It is the purchasers responsibility to ensure the intended passenger meets the body and size requirements.

Strikemaster Adventure Flights

1. Are suitable for people aged 15 and up who meet the following criteria-
2. **Weigh between 50 and 110kgs.** Please check with our staff if your weight range falls outside of this range prior to booking. Please check with our staff prior to booking if you wish to fly and stand more than **6ft 2inches tall**. Whilst we are able to accommodate most body sizes and heights we do require knowledge of this prior to booking to allow us enough time to make seat adjustments if required.

3. Are of average health and are able bodied. We also specialise in providing Jet Fighter experiences for severely ill or terminally ill people. Please check with our staff if your passenger falls into this category prior to booking. As each flight is tailored to suit the individual we are able to offer flights to people affected by various types of medical conditions. If this applies to your booking please speak to our staff prior to booking your flight.

Yak-52 Flights

1. Are suitable for people aged 12 and up who meet the following criteria-
2. **Weigh between 40 and 110kgs. Please check with our staff if your weight range falls outside of this range prior to booking. Please check with our staff prior to booking if you wish to fly and stand more than 6ft tall to ensure the passenger will meet aircraft size restrictions.**
3. Are of average health and are able bodied. We also specialise in providing Yak Flight experiences for severely ill or terminally ill people. Please check with our staff if your passenger falls into this category prior to booking. As each flight is tailored to suit the individual we are able to offer flights to people affected by various types of medical conditions. If this applies to your booking please speak to our staff prior to booking your flight.

Please COMPLETE for each passenger: Name _____

PASSENGER WEIGHT _____ kg

PASSENGER HEIGHT _____ cm

Please print two copies of these terms and conditions. Retain one for your own records, and sign the other and return it to us together with your payment.

Your signature:

Your name:

Passenger's name:

Booking date (if not a gift voucher):

Booking time (if not a gift voucher):

Today's date:

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