

## 1. Definitions

“**airline code**” means the two or three character code that identifies an individual **carrier** in the flight number appearing on a **ticket**. The two letter **airline code** for **Alliance** is QQ.

“**authorised agent**” means a reputable passenger sales agent who represents **Alliance** in the sale of air passenger transportation on **Alliance’s** services.

“**baggage**” means your personal items that you are travelling with on your trip. It consists of both your **checked baggage** and **cabin baggage**.

“**boarding pass**” means the document (in paper or electronic form) that is issued to you as evidence that you have checked-in for a particular flight.

“**carriage**” means carriage by air except where stated otherwise.

“**carrier**” means an air carrier except where stated otherwise.

“**cabin baggage**” means the baggage that you are permitted to take into the aircraft cabin. The **cabin baggage** allowances for **Alliance** are set out at: <http://www.allianceairlines.com.au/travel-with-us>.

“**checked baggage**” means that part of your **baggage** that is not **cabin baggage** and is within the checked baggage size and/or weight allowance, as applicable, set out at: <http://www.allianceairlines.com.au/travel-with-us>. No additional charge is made by **Alliance** for **checked baggage** that complies with its allowance. Some carriers charge for **checked baggage**.

“**codeshare**” means a flight where the **airline code** in the flight number on which you are booked is not the **airline code** of the **carrier** operating the aircraft.

“**Convention**” means whichever of the following applies:

- the Montreal Convention (1999)
- 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)
- any other applicable protocols or conventions and any enabling legislation.

“**domestic carriage**” means **carriage** that is wholly within one country with no **international carriage** sectors on your ticket.

“**international carriage**” means **carriage** that is between two countries, and if your **ticket** also includes any sectors that are within one country, those sectors will be part of the **international carriage**.

“**passenger**” means any person with a **ticket** who is carried or is to be carried on an aircraft, except members of the crew.

“**SDRs**” means Special Drawing Rights, being a composite unit of currency that is the official unit of exchange of the International Monetary Fund. (As a rough guide 1 SDR equates to A\$1.60, but this will depend on exchange rates.)

“**ticket**” means the electronic ticket issued by **Alliance** or an **authorised agent** on behalf of **Alliance** and includes all printed terms, conditions and notices. All sectors appearing on a **ticket** bearing a flight number beginning with QQ are subject to **Alliance’s** conditions of carriage.

“**you**” means you as a **passenger**, and “**your**” is the possessive version.

## 2. Application of these Conditions of Carriage

2.1 Subject to **clause 2.2** and **clause 3**, or unless as otherwise advised, these conditions of carriage apply to **carriage** on all flights booked on the QQ designator code, including gratuitous and reduced fare **carriage** and **carriage** on any loyalty points, and in any case where **Alliance** has a legal liability to **you** in respect of a flight.

2.2 **Carriage** performed by **Alliance** is subject to:

- (a) applicable laws, **Conventions** and tariffs;
- (b) these conditions of carriage;
- (c) any additional provisions contained in your **ticket**;
- (d) applicable loyalty program rules; and
- (e) any written or oral directions issued by **Alliance**.

To the extent of any inconsistency between (a) and any of items (b) – (e), (a) will prevail.

## Charter

If **carriage** is performed by **Alliance** pursuant to a charter agreement, then:

- (a) unless another **carrier’s airline code** appears as the flight number in the booking; or
  - (b) unless **passengers** are advised that another party’s terms and conditions apply,
- these conditions of carriage apply.

## 3. Conditions of carriage benefits agents and representatives

Any exclusion or limitation of liability of **Alliance** shall apply to and be for the benefit of its agents and representatives and any **carrier** and its agents and representatives whose aircraft is used by **Alliance** for **carriage**. The exclusion or limitation of liability shall also extend to related companies and independent contractors, in consideration for the provision of their services directly or indirectly to you.

paying the cost of having them supplied again, as determined by **Alliance**.

#### 4. No authority to modify

No employee, agent or representative of **Alliance** is authorised to alter or modify these conditions of carriage.

#### 5. Unenforceable conditions

Any provision of these conditions of carriage which is invalid or unenforceable in any jurisdiction is, as to that jurisdiction, ineffective to the extent only of the invalidity or unenforceability without invalidating the remaining conditions of carriage or affecting their validity or enforceability in any other jurisdiction.

#### 6. Agency

If **Alliance** makes a booking for **you** on another **carrier's** **airline code**, **Alliance** does so only as agent for that **carrier**. **Alliance** will inform you of the other **carrier's** identity at the time of booking or as soon as possible prior to the flight. Similarly, if **Alliance** makes a booking for **you** for the provision of any other service by another service provider, including surface transportation or accommodation, it does so only as agent for that service provider and unless **you** are advised to the contrary by **Alliance**, the terms and conditions of that service provider will apply. The terms and conditions may significantly limit or exclude liability.

#### 7. Consumer guarantees or warranties

7.1 Where **Alliance** provides any goods or services other than **carriage**, certain statutory guarantees or warranties may apply for the benefit of consumers. For example, some consumer services may come with a non-excludable guarantee or warranty that they will be provided with due care and skill. The application of these guarantees or warranties will depend on the relevant jurisdiction. Nothing in these conditions of carriage is intended to exclude or restrict the application of such consumer laws.

7.2 In respect of goods or services acquired for business purposes and not as a consumer:

- (a) consumer guarantees and warranties, including under the Competition and Consumer Act 2010 (Cth), a Fair Trading Act or the New Zealand Consumer Guarantees Act 1993 (NZ), will not apply where these conditions of carriage apply, provided that the relevant terms may by law be excluded; and
- (b) if a statute or other law provides a guarantee or warranty that cannot be excluded, to the extent permitted by law, our liability for a breach of the guarantee or warranty will be limited to either supplying the goods or services again or

#### 8. Bookings and Seating

8.1 **You** must ensure that **you** purchase **your** **ticket** from **Alliance** or its **authorised agent**. **Alliance** does not accept any responsibility for any loss **you** may incur if **you** make arrangements for travel on **Alliance** through anyone other than **Alliance** or its **authorised agent**.

9.2 **Alliance** will try to accommodate **your** seating need or choice but may need to change **your** seat for operational, safety or security reasons.

#### 9. Tickets not transferable

Tickets are not transferable. **Alliance** has no obligation to provide any **carriage** or services under a **ticket** unless **you** produce satisfactory proof of identity (eg a driver's licence or similar form of photographic identification satisfactory to **Alliance** when checking in to board a flight. If **Alliance** discovers that the person attempting to travel on your **ticket** is not **you**, **Alliance** will refuse to carry that person.

#### 10. Charges and taxes

The price of your **ticket** may include significant amounts of charges and taxes. The charges may include charges imposed by governments, airport authorities or **carriers**. You may also be required to pay some taxes and fees directly to third parties. Such amounts will not be marked on your **ticket** with **Alliance**.

#### 11. Altering itinerary

11.1 If **you** alter the sequence of travel on your booking with **Alliance**, and the fare rules allow it, the fare structure for which your **ticket** has been issued may become inapplicable and need to be reassessed. Any fare difference must be paid, and **your** **ticket** reissued prior to **your** travel.

11.2 If **you** cancel **your** **ticket**, a cancellation fee may apply or there may be no refund available, depending on the fare **you** purchased.

#### 12. Health

12.1 It is **your** responsibility to find out about and obtain any inoculations that are required for the countries that **you** are visiting, and to find out about any potential dangers to **your** health and safety at **your** destination and any stopovers.

12.2 If **you** are suffering from any illness, disease or other condition which may make it unsafe for **you** or other **passengers** if **you** fly, **you** must inform **Alliance** prior to your travel, and if **Alliance**, acting reasonably, considers that it may not be safe for **you**, or other **passengers**, if **you** fly, **Alliance** may refuse to carry **you**.

#### 12.3 Deep vein thrombosis (DVT):

Prolonged immobility may be a risk factor in the formation of clots in the legs, known as DVT, according to some studies. If **you** feel you may be at risk from DVT or other health problems, consult with **your** doctor before travel.

#### 12.4 Pregnancy:

**Alliance** does not represent that travel is safe for **you** at any particular point during **your** pregnancy. **You** must seek advice from **your** own medical practitioner prior to **your** flight as to whether it is safe for **you** to fly and whether **you** need medical clearance due to the nature of **your** pregnancy and the length of **your** flight.

#### 12.5 Special Assistance:

If **you** require special assistance due to **your** having limited mobility, for example, or there is another reason why **you** require special assistance, **you** must notify **Alliance** prior to purchasing your **ticket** to discuss the arrangements that may be required.

### 13. Travel documents and insurance

13.1 It is **your** responsibility to find out from relevant embassies or consulates whether or not **you** need a passport, visa or other travel document. If **Alliance** provides any assistance to **you** in this regard, it does not release **you** from **your** responsibility to make enquiries of applicable authorities.

14.2 As there are risks involved in travel and **Alliance's** liability to **you** is limited, you may choose to purchase travel insurance to suit your needs.

### 14. Dress standards

**You** must be dressed reasonably in clean, decent clothing. **You** must not wear clothing displaying offensive language or symbols.

### 15. Refusal of carriage

**Alliance** is not a common carrier and may refuse to carry **you** and your **baggage** if any of the following circumstances have occurred or **Alliance** reasonably believes will occur:

- because **you** do not appear to have all necessary documents or **you** have not checked in on time
- if **you** are under the influence of alcohol or drugs

- if **you** fail to comply with these conditions of carriage or any applicable law or if carrying you will breach a law or order of a country to which **you** are travelling or departing from
- if carrying **you** or **your baggage** may put the safety of the aircraft or the safety or health of any person in the aircraft in danger or at risk
- if **you** have acted in an aggressive manner towards our ground staff or a member of the crew of the aircraft or made a threat
- because **you** have not obeyed the instructions of our ground staff or a member of the crew of the aircraft relating to safety or security
- if **Alliance** reasonably considers that carrying **you** may present a health or safety risk to **you** or other passengers
- because **you** have refused to allow a security check to be carried out on **you** or **your baggage**
- because **you** require special assistance and **you** have not made prior arrangements with us for this
- because your **ticket**:
  - has not been paid for
  - has been reported lost or stolen
  - is being used by someone other than you
  - has been acquired unlawfully
  - has been acquired from someone other than **Alliance** or an **authorised agent**.

### 16. Baggage limits and excess baggage

16.1 **Checked baggage** and **cabin baggage** are subject to size and weight limits. **Alliance's** limits are set out at <http://www.allianceairlines.com.au/travel-with-us>.

17.2 (a) Excess baggage is carried at **Alliance's** discretion and may be refused. If accepted by **Alliance**, it will be subject to space availability and payment of the applicable charge. Excess baggage charges can be viewed at <http://www.allianceairlines.com.au/travel-with-us>. The excess baggage might not be carried on the same service as **you**.

(b) No amount of baggage in excess of 100kgs will be accepted for carriage. Such consignments must be processed as cargo at the applicable cargo rate.

(c) Excess baggage will only be carried to the airport specified on the **Alliance** baggage tag. **You** are responsible for the collection of excess baggage and any costs that may be incurred in doing so.

### 17. Valuables, perishables and fragile items

17.1 **You** must not include any valuable, perishable or fragile items in **your checked baggage**, including glassware, porcelain, computers, keys, items with a special value (such as money, jewellery, silverware, negotiable papers, securities or other valuable documents), cameras, electronic equipment, commercial goods, passports or other travel

documents. Such items should be carried in **your cabin baggage** under **your** care, subject always to the **cabin baggage** allowance.

17.2 If **you** do not adhere to the above requirement and carry any such items in **your checked baggage**, **Alliance** will use any defences available to it against any claim in respect of any damage, delay, loss or destruction of those items. Also, note the limitations of liability referred to in **clause 24**.

## Prohibited items

19.1 **Alliance** will not carry, and **you** must not include in **your checked baggage** or **cabin baggage** or otherwise try to bring on board the following prohibited items:

- firearms (unless prior approval gained from airline operator) or weapons of any type
- items listed as dangerous goods in **your ticket**, including but not limited to:
  - Ammunition, gunpowder, mace, tear gas or pepper sprays are generally forbidden
  - Lithium batteries (with power greater than 160Wh)
  - Camping fuel containers/camping gear containing fuel
  - Machines and tools with petrol-powered engines
  - Corrosives such as acids, alkalis and mercury, wet cell batteries, drain cleaners and solvents
  - Poisons
  - Dry ice – carbon dioxide (unless prior approval gained from airline operator)
  - Radioactive materials
  - Fireworks, signal flares, sparklers or explosives
  - Spray cans, butane fuel, scuba tanks, propane tanks, CO2 cartridges
  - Fuel, paints, lighter refills, matches
  - Self-inflating life vests
  - Infectious substances
  - Security attaché cases incorporating explosives and dye cartridges (unless prior approval gained from airline operator)
  - Live animals except where pre-approved by the airline operator;
- items which are likely to endanger the aircraft or persons or property on board the aircraft, or that may become dangerous. More information is available in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, and the International Air Transport Association (IATA) Dangerous Goods Regulations;
- items which are prohibited by any applicable law from being carried on any aircraft;
- items that **Alliance** reasonably determines are unsuitable for **carriage** because they are dangerous or unsafe.

19.2 If **Alliance** discovers that **you** are carrying a prohibited item or items, **Alliance** may do whatever it

considers appropriate and what is reasonable in the circumstances, including disposing of the item.

19.3 If **you** are in doubt about any item that **you** propose to carry and whether it constitutes dangerous goods, ask the applicable **carrier/s** in advance of your date of travel.

19.4 **Alliance** reserves the right to determine what items are unsuitable for **carriage**.

19.5 **Alliance** reserves the right to deal with such goods in any manner it considers appropriate, which includes destroying, disposing of or retaining the item as evidence.

## 18. Smoking not permitted

In accordance with applicable laws, smoking is not permitted on any **Alliance** flight or in any Australian airport.

## 19. Searches

21.1 **Alliance** or airport or government agency officers may require **you** to submit to clothing or body or baggage searches. If **you** refuse any such searches, **Alliance** may refuse to carry **you**.

21.2 If any x-ray screening causes damage to **your baggage**, then except as otherwise provided by applicable law, **Alliance** will not be liable for the damage unless it was caused by **Alliance's** negligence.

## 20. Refunds

22.1 **Alliance** will provide any refund due in accordance with the rules of the fare **you** purchased. Some fares do not provide refunds, except where **clause 22.2** applies.

22.2 If **Alliance** fails to provide **carriage** substantially in accordance with **your ticket**, within two hours of the scheduled departure time indicated on **your ticket**, and if **you** elect not to travel on that **ticket**, you may claim a refund of that sector of **your ticket**, and any other sectors of the **ticket** for which **Alliance** holds payment and which are rendered redundant as a result of non-travel on the sector in question.

22.3 Any refund made by **Alliance** will be paid to the original form of payment if payment was made by credit card, or to the **passenger** named on the **ticket** where the **ticket** was paid for by cash or equivalent, unless satisfactory proof is provided to **Alliance** that another person paid for the **ticket**, in which case the refund will be provided to that person.



## 21. Schedules

21.1 **Alliance** undertakes to use all reasonable endeavours to carry **you** and **your baggage** in accordance with its schedule, but times shown in timetables or elsewhere are not guaranteed. Schedules are subject to change, and if you have provided **Alliance** or its **authorised agent** with your contact details, then **Alliance** or its **authorised agent** will use reasonable endeavours to notify you about any schedule changes. However, prior to the day of **your** flight, **you** should check that the flight times have not changed.

21.2 If due to circumstances beyond **Alliance's** control, **Alliance** cancels or delays a flight, **Alliance** will:

- (i) either carry you on another of its scheduled services on which space is available, if you still wish to travel; or
- (ii) provide you with a refund of the applicable sector fare.

**Alliance** will not be responsible for paying any other costs or expenses **you** may incur as a result of the delay or cancellation

21.3 If **Alliance** makes a significant change to the departure time of **your flight** or **your flight** is cancelled but **you** still wish to travel, **Alliance** will rebook **you** on its next **flight** to that destination on which space is available.

21.4 In circumstances where **Alliance** has withdrawn from a route, **Alliance** will provide a refund in accordance with **clause 22.3**.

21.5 It is **your** responsibility to check flight departure times and gates at the airport, and except as otherwise provided in any applicable laws, **Alliance** will not be liable to **you** for any losses that **you** may incur if **you** fail to do so.

## 22. Liability

22.1 Except as otherwise provided by these conditions of carriage or by applicable law that cannot be excluded, **Alliance** excludes all liability for any costs, expenses, losses or damages whatsoever that may arise in any way in connection with the **carriage**.

22.2 Except where these conditions of carriage provide otherwise, **Alliance's** liability, if any, is limited to proven compensatory damages.

22.3 If any of **your** travel involves travel on another **carrier's airline code** or is by a different mode of transport, the liability limits may differ from **Alliance's**. **You** will need to check with the applicable **carrier** or transport operator.

### 22.4 Domestic carriage

(a) **Alliance's** liability for your bodily injury or death on **domestic carriage** is limited to A\$725,000.

(b) **Alliance's** liability for loss or damage to **checked baggage** on **domestic carriage** is limited to A\$1,600 per **passenger** and A\$160 per **passenger** for **cabin baggage**.

### 22.5 International carriage

(a) **Passengers** on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the international treaty known as the Montreal Convention, or its predecessor, the Warsaw Convention (either amended or unamended) may be applicable to the entire journey, including any portion entirely within the country of origin or destination.

(b) In relation to baggage claims, if the person with a **baggage** receipt receives their **checked baggage** without making a complaint, it will be reasonable evidence that the **checked baggage** was delivered in good condition, unless proven otherwise. **Alliance** will not be liable for normal wear and tear of **baggage** such as small scratches, scuffs, dents and cuts.

#### (c) Limitations of liability

##### *Death or bodily injury*

- Where the Montreal Convention applies, **Alliance** will not exclude or limit its liability for any recoverable compensatory damages up to 113,100 SDRs (about A\$186,000) in respect of death or bodily injury caused by an accident on board the aircraft or during embarking or disembarking, except that any such liability for damage will be reduced in accordance with applicable law by any negligence on **your** part that causes or contributes to the damage. **Alliance** will not be liable for damages exceeding 113,100 SDRs for each **passenger** if it proves that the damage was not due to the negligence or other wrongful act or omission of **Alliance** or its agents, or such damage was solely due to the negligence or other wrongful act or omission of a third party.

- Where the Warsaw Convention applies, **Alliance's** liability is limited to 260,000 SDRs (about A\$425,000).

##### *Delay*

- Where the Montreal Convention applies, **Alliance** will be liable for damage up to a maximum of 4,694 SDRs per passenger (about A\$7,720), except when it can prove that it took all measures that could reasonably be required to avoid the damage or that it was impossible for **Alliance** to take such measures.

- Where the Warsaw Convention applies, **Alliance** is not liable if it proves that it had taken all necessary measures to avoid the damage or that it was impossible to take such measures.

##### *Checked and Cabin Baggage*

- Where the Montreal Convention applies, in the case of loss of or damage to **your baggage**, **Alliance's** liability is limited to 1,131 SDRs (about A\$1,860) 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. The above limit of liability is cumulative for both **checked baggage** and **cabin baggage**. However, **Alliance** will only be liable for **cabin baggage** if it was at fault.

- Where the Warsaw Convention applies, **Alliance's** liability for loss, damage or delay of **checked baggage** is limited to 250 francs per kilo (about A\$21.50 per kilo). **Alliance's** liability in respect of **cabin baggage** is limited to 5,000 francs (about A\$430) per passenger.

## 23. Time limitations for claims

25.1 (a) **Domestic carriage** - Any claim for loss of or damage to **baggage** must be made in writing to **Alliance** within the following timeframes:

- 3 days in the case of damage to or loss or destruction of part only of an item of **checked baggage** or **cabin baggage**, after date of receipt of remainder of the item;
- 21 days in the case of loss or destruction of the whole of an item of **checked baggage** from the date that the **baggage** should have been placed at **your** disposal.

No action will lie against **Alliance** if a complaint is not received in writing by **Alliance** within the applicable timeframe above, except in the case of fraud.

(b) **International carriage**: - Any claim for damage to or delay of **baggage** must be made in writing to **Alliance** within the following timeframes:

- in the case of damage to **your baggage**, as soon as **you** discover the damage after **you** have received it, and at the latest within 7 days;
- in the case of delay, within 21 Days from when the **baggage** has been made available to **you**.

No action will lie against **Alliance** if a complaint is not received in writing by **Alliance** within the applicable timeframe above, except in the case of fraud.

25.2 **Your right to claim**: **Your** right to claim for damages will expire if court proceedings are not brought within two years from:

- the date of **your** arrival at **your** destination
- the date the aircraft should have arrived, or
- the date on which **your** carriage stopped

unless **your** right to claim has expired earlier under these conditions of carriage, for example under **clause 25.1**.

## 26. Insurance

Additional protection can usually be obtained by purchasing insurance from an insurance company. Such insurance may not be affected by any limitation of liability under these conditions of carriage or the applicable **Conventions**. For further information, please consult your insurance company representative.

## 27. Personal Information

27.1 **Alliance** collects personal information about **you** to provide **you** with **carriage** and other services and goods, process **your** travel arrangements, conduct marketing activities and market research, and for immigration and customs control, security, administrative and legal purposes. Failure to provide **Alliance** with the required personal information may result in **Alliance** being unable to provide **you** with the services or goods requested.

27.2 The collection and use of **your** personal information is subject to applicable privacy laws.

27.3 **You** authorise **Alliance** to retain **your** personal information for the purposes set out in **clause 27.1** and to disclose **your** personal information to:

- travel service providers and organisations providing services to **Alliance**
- payment card companies
- law enforcement agencies and governments

as may be necessary to facilitate **your** travel, or to comply with applicable laws, or for emergency purposes.

27.4 **You** can gain access to **your** personal information that **Alliance** has collected and ask for correction of it by contacting 1300 780 970 .

27.5 Full details on how **Alliance** manages your personal information can be found at <http://www.allianceairlines.com.au/travel-with-us/privacy>

## 28. Our name and address

Our name may be abbreviated to Alliance or QQ on **your ticket** or **boarding pass**. Our address is: PO Box 1126, Eagle Farm, Queensland 4009 Australia