



TERMS AND CONDITIONS

1. GENERAL

I. Flyhtz Pty Ltd (herein referred to as "Flyhtz") offers a web based booking service facilitating ad-hoc on-demand aircraft charter flights, between aircraft Operators and you ("the Member"). Reference to "you" or the "Member", is taken to include your accompanying passengers and pets. Reference to "Passenger" is taken to include you the Member, and/or your accompanying guests. Flyhtz facilitates said services strictly with approved Air Operator Certificate (AOC) holders. Flyhtz does not own aircraft, operate aircraft nor does it offer, sell or provide air transportation. This service pertains only to facilitating the initial booking request. Following booking confirmation, the Member is responsible for dealing directly with the Operator in respect of all necessary services required thereafter.

By engaging the services of Flyhtz, the Member acknowledges and accepts these Terms and Conditions, along with all other associated legal documents, and agrees that the service pertains only to facilitating the initial booking request.

II. The Pilot in Command of the aircraft shall be the final arbiter as to whether or not all or part of any flight shall proceed, and in what manner and destination, having regard to the prevailing operational circumstances.

III. Flyhtz and/or the Operator reserve the right to refuse access to aircraft and any services by persons in accordance with any applicable State Aviation Authority regulations, orders and acts.

IV. The Operator reserves the right to change and substitute aircraft, aircraft type and registration. All flights are subject to availability at the time of the flight.

V. The Member acknowledges that Flyhtz is not an agent for the Operator.

VI. To the extent permitted by law:

(a) Flyhtz is not liable for death of or injury to any person or animals, for loss of or damage to baggage or goods, for delay, or for consequential or other loss of any kind, arising directly or indirectly from negligence or omission or some other cause in connection with provision or non-provision of any transport or service arising out of the Members engagement of the services provided by Flyhtz; and

(b) Flyhtz is not liable for any inaccuracy in any information concerning the transport, services or their pricing in respect of which the Member has engaged the services of Flyhtz.

VII. By engaging the services of Flyhtz the Member agrees to indemnify Flyhtz against any and all claims, demands, suits, actions, awards, judgements, damages and loss which may arise out of any transport or service provided by any Operator.

VII. By engaging the services of Flyhtz, the Member agrees that these Terms and Conditions form part of any agreement, contract or arrangement between the Member and the Operator in respect of the services for which Flyhtz was so engaged.

VIII. The Operator reserves the right to vary or change without prior notice, the intended flight plan route and timetable.

IX. The Operator reserves the right to sub-contract another licensed operator, cross hire aircraft, crew, and ground handling personnel or other staff and/or Operator's staff, only with prior notice and agreement with the Member.

X. Terms and Conditions regarding flight confirmation are detailed in Section 2 of these Terms and Conditions. All flights will be performed by an Operator holding a valid Air Operators Certificate issued by the Aviation Authority responsible for the regulation of the designated Operator.

XI. Baggage items shall be limited to that defined in this document or as specified within the booking details at time of booking. Any variation from this, in number or mass, shall be carried only at the discretion of the Pilot in command.

XII. In the event of aircraft or crew unavailability at any time, for any reason, the chosen Operator will make every effort to provide a replacement, but Flyhtz cannot guarantee that they will be successful. Substitute aircraft may not be of the class or type specified in the Itinerary and may incur additional cost. We will not be responsible for Member expenses of any kind at any time.

XIII. Additional costs incurred due to weather or Air Traffic Control delays:

Quotes are based on the premise that the flight will proceed normally, without undue delays beyond the control of your chosen Operator. Sometimes weather and air traffic cause delays incurring significant extra flight time and cost. Flyhtz automatically generates quotes at time of booking based upon cost variables supplied to us by the Operator. These variables do include an allowance to cater for and cover as many unforeseen/unplanned additional costs as possible. Flyhtz cannot however guarantee significant additional costs will be incorporated to their full extent. The Operator will advise you of the possibility of these additional costs as soon as they become aware of them. Extra flying time caused by these factors includes airborne holding for traffic or weather, and diversion to other airports if anything precludes a safe landing at the destination airport. The decision whether or not to divert, or to abandon the flight, is at the sole discretion of the Pilot(s), in accordance with ATC instructions, or the Pilot(s) Judgment with regard to weather conditions. This extra flying time is not allowed for in our quotes, and may payable by the Member at the appropriate rate for the aircraft type if the additional cost is significant.

XIV. It is the Members' responsibility to ensure that all passengers have the necessary visa's and passports, and comply with applicable airport security, health, import, customs and excise requirements for any flight.

XV. The Operator reserves the right to postpone, cancel or redirect the flight due to war, warlike events, strikes, civil war, civil unrest, riots, sabotage, quarantine, hijacking, terrorist actions, weather conditions or other force majeure of the nature, technical reason, detention or similar measures, accidents with the aircraft, or due to any other factors over which the Operator has no control, or when the safety of the passengers or the crew from the aircraft can reasonably be assessed to be in danger, at the discretion of the Pilot(s) or of the Operators' personnel.

2. APPROVED OPERATORS

Flyhtz offers a web based booking service facilitating ad-hoc on-demand aircraft charter flights, between aircraft Operators and Members. Flyhtz facilitates said services strictly with approved Air Operator Certificate (AOC) holders. Flyhtz does not own aircraft, operate aircraft nor does it offer, sell or provide air transportation. This service pertains only to facilitating the initial booking request. Following booking confirmation, the Member is responsible for dealing directly with the Operator in respect of all necessary services required thereafter.

All of the Operators on the Flyhtz platform hold valid AOC's with Charter authority, not Regular Public Transport (RPT) authority. Flyhtz has ensured the Operator is correctly approved to operate the aircraft they provide, and the pilots are appropriately qualified to operate such aircraft.

If for any reason, the original Operator is unable to perform the flight, this cancellation is managed directly between the Operator and the Member. If an alternative Operator is required, this is managed by the Member as a new booking.

3. BOOKING CONFIRMATION

By accepting these Terms and Conditions, the Member may use the Application to request a pending booking that is subject to these Terms and Conditions, and is displayed via the Application. The Member agrees to pay the full amount including taxes and fees listed. This pending booking is not confirmed at this point.

Upon receipt of the booking request, the Operator reserves the right to either accept, decline or amend the pending booking requested by the Member.

If the booking is accepted by the Operator, the booking is now confirmed pending payment, with relevant bookings made and cancellations will be subject to the cancellation policy outlined below. Payment must be made prior to departure as per the payment policy outlined below.

If the booking is declined by the Operator, the pending booking request is cancelled and the Member must find an alternative option via the Application and request a new booking.

If the booking is amended by the Operator, the Member reserves the right to either accept or decline the amended pending booking request. If the Member accepts the amended pending booking request, the booking is now confirmed pending payment, with relevant bookings made and cancellations will be subject to the cancellation policy outlined below. Payment must be made prior to departure as per the payment policy outlined below. If the Member declines the amended pending booking request, the pending booking request is cancelled and subject to the Cancellation policy contained within these Terms and Conditions. The Member may find an alternative option via the Application and request a new booking.

4. PAYMENT

Payment is not required to request a booking and for it to be confirmed. By accepting the Terms and Conditions, you agree to pay the full amount directly including taxes and fees listed to the Operator no later than 72 hours prior to departure. At this time, the Operator reserves the right to cancel your booking. If a flight is booked with a departure time that is less than 72 hours in the future, you agree to pay the full amount directly including taxes and fees listed to the Operator immediately. If payment is not made at this time, the Operator reserves the right to cancel your booking. In both instances payment can be made through direct contact between Operator and Member or via the Application. If you elect to make payment via the Application, you authorise Flyhtz to facilitate this via PayPal via the Application.

5. ACCEPTANCE

Your booking request is subject to the approval of the Operator as detailed in Section 2 of these Terms and Conditions. Once a pending booking request is accepted by the Operator, or an amended pending booking request is accepted by the Member, payment must be made in full by the Member and all liabilities apply within the Terms and Conditions. Flyhtz shall not be held liable or responsible for any consequences related to using services provided by Flyhtz, including any losses incurred, should a pending booking request not be accepted by the Operator.

6. ADDITIONAL FEES

Flight quotes do not include the following: catering, ground transportation, satellite phone use, WiFi, any damage to aircraft, excess luggage fees, fees for the transportation of pets, aircraft cleaning following the transportation of pets, additional flight time due to adverse weather conditions, international fees, additional landing fees, ramp, hanger or aircraft de-icing charges (the "Additional fees"). Furthermore, should a Member request additional services outside the original flight quote, including but not limited to, additional catering, change to route, and said additional services are agreed to by the Operator, the Member must arrange said additional

services directly with the Operator and agrees to pay any additional charges related to the request directly to the Operator. Member is responsible for any and all Additional fees, expenses and costs as a result of any damage or wear and tear to aircraft interior and exterior determined by the Operator, caused by the Member or their guests.

7. PASSENGER WEIGHTS

Unless otherwise specified by Flyhtz at the time of booking or by the Operators' staff, a passenger manifest including individual passenger weights must be supplied by the Member to the Operator prior to the flight if the actual individual passenger weights are greater than the standard passenger weights listed with each quote. All aircraft have operating weight limitations and this enables the flight crew to ensure the aircraft is loaded within these limitations and appropriate fuel loads are carried. This is particularly important for aircraft with less than 18 seats.

Standard weights are used for the quotes and may also be specified by the Operator. These are displayed with the quote. If individual weights are heavier than these standard weights, passenger numbers or baggage may have to be reduced.

If accurate passenger weights are not supplied prior to the flight, passengers or baggage may have to be left behind at the flight crew's discretion.

8. BAGGAGE ALLOWANCE

The baggage allowance policy is as follows. Its observance is mandatory, for your safety and legal reasons. The baggage allowance is listed for each booking. It is based on a small domestic carry on size (as specified below).

The most important thing is for the passengers to specify their proposed needs, and for you to discuss them with the Operator if you cannot comply with the above limitation. They will inform you of the feasibility, and work out a solution with you. Without this process, you run the risk of the Pilot(s) being put in the position of having to reject items at the point of departure. The Pilot(s) is/are responsible for your safety at all times. We understand that many trips require additional baggage, reduction in passenger numbers may be required to make this possible. Sometimes a larger aircraft is needed. The Operator will advise you of the options available once you advise them of your needs.

If you arrive with more than that specified here or as per your booking if this is different, there is a very real chance that the Operator will not be able carry it without offloading passengers or passenger luggage. This is due to the limited space available overall in the baggage holds and generally the lack of secure lockers within the cabin. Passenger and crew safety is our priority and the baggage allowances are for these reasons.

Each passenger may carry:

- One soft sided overnight bag or suit sack, weighing no more than 10 Kgs or as specified with each quote.
- One of either briefcase / laptop / camera bag / normal sized handbag or similar.

Baggage normally cannot be carried in the cabin, apart from small personal items such as moderately sized briefcases, laptops, handbags or similar capable of being placed beneath your legs in your seated position during takeoff and landing, or at the direction of the Pilot(s)

All items must be capable of being stowed in the baggage holds, unless they can be secured into unoccupied passenger seats.

When the aircraft is not fully occupied, spare seats may be utilised for extra baggage, provided that it can be secured by the seatbelt.

9. CARRIAGE OF FREIGHT / FREIGHT ONLY FLIGHTS

The carriage of freight is limited to freight only flights. If carriage of freight is required on passenger flights, the Member must request and arrange this with the Operator directly.

The carriage of Dangerous Goods is prohibited on all flights.

The carriage of freight designated for carriage on cargo only aircraft, is prohibited on all flights.

10. TRANSPORTATION OF PETS AND SERVICE ANIMALS

Members and guests are only permitted to transport pets on passenger flights, only with the permission of the chosen Operator. The Operator reserves the right to charge Members any subsequent cleaning fees for the transportation of service animals imposed on the Operator. Members are required to notify the Operator at least 48 hours prior to departure if they will be bringing a service animal on board a confirmed flight. Unauthorised transportation of pets on flights will result in the Member and guests being removed from the flight, forfeiting any and all reservation fees. Members' membership will also be reviewed by Flyhtz.

11. FUEL SURCHARGE

The flight quote is based on fuel costs at the time of booking. The Operator reserves the right to charge a fuel surcharge amount due to any significant increases in cost of fuel between the booking confirmation and the departure time. The Member shall pay the Operator any such difference in amount due increased fuel cost immediately upon notification by the Operator.

12. CHANGES AND CANCELLATIONS

I. By Member

By accepting the Terms and Conditions, Member acknowledges the following cancellation fees (the "Cancellation fees") apply. The Operator reserves the right to waive any or all cancellation fees under any circumstances. 1 day is equal to a 24-hour period. Cancellation policy is in effect upon the acceptance of the Terms and Conditions. Member authorises the Operator to charge the Cancellation fees to the Members' provided payment method.

Flyhtz's cancellation policy to be applied by the Operator is as follows.

Greater than 7 days of departure	: Fully refundable
Less than 7 days before departure, but more than 72 hours	: 25% cancellation fee
Less than 72 hours before departure, but more than 48 hours	: 50% cancellation fee
Less than 48 hours before departure, but more than 24 hours	: 75% cancellation fee
Less than 24 hours before departure	: 100% cancellation fee

The Operator reserves the right to treat a no-show as a last minute cancellation whereby Member will not receive a refund. A no-show is deemed as a Passenger who arrives at the designated departure meeting point less than 30 minutes prior to the agreed departure time in possession of a valid form of photo identification.

II. By Flyhtz or Operator

Force Majeure

Flyhtz is not liable for the delay or failure to provide a charter aircraft or perform the flight when such delay or failure is caused by Force Majeure. "Force Majeure" means an act of God, strike or lockout or other labor dispute, act of a public enemy, war (declared or undeclared), terrorism,

blockade, revolution, civil commotion, fire, any weather-related event affecting safety of flight, flood, earthquake, explosion, governmental restraint, embargo, mechanicals, inability to obtain or delay in obtaining equipment, parts, or transport, inability to obtain or delay in obtaining governmental approvals, permits, licenses, or allocations, and any other cause outside of the complete control of Flyhtz or the Operator, as applicable, whether or not of the kind specifically listed above. In addition, the Member understands and agrees that when, by the sole discretion of a pilot or Operator, safety or security is compromised, Flyhtz or the Operator or the pilots may cancel a flight, refuse to commence a flight, or take other action deemed necessary without breaching its duty or obligations to the Member or be liable for any loss, injury, damage or delay. Notwithstanding the above, the Operator will make commercially reasonable efforts to secure a substitute aircraft of a comparable class. If the Operator is successful in sourcing a substitute aircraft, the original price of the reservation will be adjusted for the substitute aircraft. The Member will have the right to accept or decline the substitute aircraft. Under such circumstances, the Member is entitled to a full refund if they decline the offer of a substitute.

13. RESPECTFUL USE POLICY

Flyhtz requires all Members and their guests to comply with our respectful use policy. The policy is not designed to inhibit your experience but instead to maintain a strong level of decorum on board the flight, respecting the expensive assets that are provided to you by our Operators. If the Member or their guest(s) engage(s) in a manner that is deemed disrespectful, damaging or disruptive by the Operator, or another Passenger or guest, such Passenger or guest may be declined a service forfeiting any and all reservation fees. This determination is at the sole discretion of the Operator. Disrespectful, damaging or disruptive behaviour includes, but is not limited to smoking (including electronic cigarettes, vaporisers, and similar devices), not following the instruction of pilots, flight attendant and/or other flight and/or ground crew, the use of drugs or alcohol, the use of offensive, threatening, abusive or insulting words towards other Passengers, Passenger's guests, the crew or Operator personnel, involves behaviour which causes discomfort, inconvenience, damage, injury or insult to other Passengers, their guests, crew or Operator personnel, then the crew make take such measures deemed necessary to prevent the continuation of such behaviour, including restraint. A Passenger or Passenger's guest may be disembarked, and refused onward service at any point and will be prosecuted for criminal offences committed onboard the aircraft.

Flyhtz and the Operators hold a zero tolerance stance on any illegal, disruptive or disrespectful behaviour.

- The crew reserves the right to deny boarding to any Passenger or guest who appears to be intoxicated, disruptive, under the influence of drugs or other substances or abusive. Flyhtz will not coordinate subsequent services and will review Members' membership.
- The transportation of drugs and/or drug paraphernalia is strictly prohibited, regardless of whether certain drugs may be considered legal.
- Passenger and their guests must be respectful of other Passengers and guests, crew, Operator personnel and other service-related personnel.
- Passenger and their guests must be respectful of the operator's assets including, but not limited to, aircraft.
- Passenger and their guests will be held liable for any damage to the aforementioned assets, outside of what is considered as general wear and tear.
- Passenger and their guests must maintain an appropriate level of hygiene and dress standards while flying on flights. If a Passenger or guests' hygiene or dress standard is deemed as inappropriate, offensive, or considerate to a reasonable Passenger, it would violate Flyhtz's Respectful use policy.
- Shoes must be worn at all times on flights.
- Passengers must respect the privacy of other Passengers and guests and are not to film or photograph other Passengers or guests, including sharing the film or photograph on social media, without express consent from said Passenger or guest.
- Passenger must agree and adhere to any additional policies, rules and regulations set by the operator.
- Passenger and guests hold no authority to instruct or influence the decision of the crew or Operator personnel.

14. LIMITATION OF LIABILITY

Flyhtz does not own or operate any aircraft performing flights thus does not hold aviation carrier insurance. Passenger understands and agrees Flyhtz is not liable for any injury, damage, loss, expense, special or consequential damages, or any other irregularity caused by the defect of any aircraft or conveyance, or the negligence of any company or person engaged in conveying the passenger, or carrying out the arrangements for Passenger's trip or by accident, delay, flight schedule, change, cancellation, sickness, weather, strikes, war, quarantine or any similar cause.

Passenger agrees to accept the proceeds of the insurance held by the Operator as their sole recourse against Operator for any loss or damage (including, but not limited to, injury, death or property damage) to any Passenger or guest. This foregoing limitation shall not apply in the event of Operator's proven gross negligence or wilful misconduct. In all cases and circumstances, Operator or Flyhtz shall not be liable to Passenger for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind of nature including, but not limited to, loss of profits, use, value, revenue, business opportunities, and the like, under any circumstance or for any reason including, but not limited to, any delay or failure of non-performance of any obligations of Operator, even if any such party knew, or should have known, of the possibility of such damages.

15. IDENTIFICATION AND DOCUMENTATION

In accordance with relevant State regulations, Passenger is required to comply with all regulations, and will be required to present valid photo identification prior to departure for all flights. For international flights, Passenger must have a valid passport in his or her possession as well as any required visas or entry documentation. Operator has the right to refuse boarding to any person without the required documentation or as a result of non-compliance with any regulation covering the transportation of Passenger and guests without recourse or further obligation to Passenger by the Operator or Flyhtz.

16. COVID-19 PROTECTION

In response to the COVID-19 global pandemic, the Operator reserves the right to implement procedures in relation to minimising risk to our members, ground staff and crew. These procedures are at the sole discretion of the Operator, or as and when required by law.

These procedures may include, but are not limited to the following:

All passengers travelling may be required to:

- i) Complete a 14 day travel declaration prior to the day of travel; and
- ii) Answer any health-related questions by your flight crew; and
- iii) Have your temperature taken by non-contact infrared thermometer; and
- iv) Use hand sanitiser before and after your flight; and
- v) Wear face masks, provided or otherwise, while onboard the aircraft.

You may be refused travel if:

- You fail to provide the 14 day travel declaration prior to the day of travel; and/or
 - You fail to answer any health-related questions by the flight crew; and/or
 - Your temperature exceeds 37.5°C; and/or
 - If your temperature remains above 37.5°C 10 minutes following the first temperature check; and/or
- or
- You refuse to wear a face mask.

You are required to inform the Operator should you, or your guests be made aware they have contracted COVID-19 within 14 days of having travelled on a Flyhtz-facilitated service.

17. INSURANCE

It is the sole responsibility of the Operator to maintain carrier's liability insurance coverage.

Passenger understands and agrees that Flyhtz is not liable for any claims arising out of, or in connection with, the services of the Operator.

18. DISPUTE RESOLUTION

Any dispute under, or arising out of, this Agreement that has not been settled 30 (thirty) days following the parties involved being informed of said dispute by writing shall be referred to conciliation. Each case will first be referred to a Conciliator appointed by Flyhtz unless either party wishes to proceed directly to arbitration. If the conciliation is not satisfactorily concluded within 6 (six) weeks from commencement, or if the parties want to proceed directly to arbitration, Flyhtz will appoint an Arbitrator who will make a final and binding award.

19. USE OF PASSENGER INFORMATION

Flyhtz collects and distributes Operator, Member and Passenger information according to the Privacy Policy that is available to view at <https://www.flyhtz.com/legal/privacypolicy.pdf>. Flyhtz or the Operator may use Passenger information to perform criminal and other background searches of Passenger in connection with evaluating whether to accept Passenger's business.

20. ELECTRONIC SIGNATURE

By signing up to Flyhtz, reserving a flight through Flyhtz applications, Flyhtz's websites and selecting any 'I Agree', 'Submit', 'Confirm', 'OK' or similar buttons, Member accepts and agrees to the Terms and Conditions electronically. Passenger agrees that their electronic signature is the legal equivalent of their manual signature and that they will be legally bound by these Terms and Conditions. Passenger agrees to pay Flyhtz or the Operator in full for any invoiced amount upon providing their electronic signature.

21. REVISIONS TO THIS POLICY

Flyhtz reserves the right to revise, amend, or modify this policy and our other policies and agreements at any time and in any manner. Any revision, amendment, or modification will be posted on our website: <https://www.flyhtz.com/legal/termsandconditions.pdf>.