CHARTER TERMS AND CONDITIONS

Diamond Air Taxis Operations Pty Limited
ACN 694 619 200 • ABN 63 694 619 200

These terms apply between Diamond Air Taxis Operations Pty Limited and the customer named in the booking confirmation. They govern private passenger charters booked directly or through a broker and must be read with the accepted quote and booking confirmation.

1 PARTIES AND OPERATOR RESPONSIBILITIES

1.1 We, us and our mean Diamond Air Taxis Operations Pty Limited. We provide the charter as the aircraft operator, subject to clause 9 if another operator is proposed.

1.2 You means the customer named in our booking confirmation. This may be an individual, a business or a broker buying the charter in its own name. Passengers are the people travelling. A person accepting for an organisation or another customer must have authority to do so.

1.3 We are responsible for conducting our flights under our Air Operator's Certificate and the applicable CASA rules, including Parts 91, 119 and 135 of the Civil Aviation Safety Regulations 1998. We will maintain the approvals and insurance required for the services we perform.

2 BOOKING AND CONTRACT

2.1 A quote is an offer subject to its stated expiry and availability. Your booking becomes binding when you accept the quote and these terms in writing or through our booking process and we issue a written confirmation. We will provide these terms before acceptance. Payment of a deposit is not required to form the contract.

2.2 The contract consists of these terms and the accepted quote and confirmation. A specific variation expressly agreed in writing takes priority over a conflicting standard term, subject always to rights that cannot lawfully be excluded. An invoice or later website update does not change an existing booking without agreement.

3 BROKERS AND AGENTS

3.1 The confirmation must identify the customer and the broker's role. If the broker buys the charter in its own name for resale, the broker is our customer and owes us the price and any valid cancellation charges, whether or not it has collected payment from its client.

3.2 If a broker acts only as an agent for a named customer, that customer is the contracting party and is responsible for payment. The broker must disclose its agency role and obtain our written acceptance of that arrangement before confirmation. We require the agent's written acceptance of its own obligations under this clause and will resolve any uncertainty about its role before confirmation.

3.3 A broker must give the customer and passengers these terms and relevant flight information before they commit to travel, and promptly pass on changes and notices. It must accurately describe us as the operator and must not promise a refund, aircraft capability or service on our behalf without our authority. Its own customer terms do not amend our contract.

3.4 A broker acts for its client or purchases the charter in its own name. It is not authorised to collect payment as our agent. Payment by a client to a broker does not discharge the amount owed to us. Our invoice is paid when we receive cleared funds from the contracting customer or the broker on its behalf.

3.5 Brokers may charge separate, disclosed fees under their own agreements. We account for the amounts payable under our contract. Clause 13 protects passengers' legal rights regardless of the booking channel. A broker arrangement does not transfer our operational responsibilities to the broker or make every passenger personally liable for the charter price.

4 PRICE AND PAYMENT

4.1 Prices are in Australian dollars unless stated otherwise. We quote one inclusive price for the agreed charter, covering the positioning flights, crew, fuel, airport charges, waiting time and overnight arrangements allowed for in the agreed itinerary. We do not separately itemise those operating costs. The quote will show the total payable and GST where applicable. Any exclusions, optional extras or charges for additional services must be identified and agreed before they are incurred.

4.2 We do not normally require a deposit. Full payment must reach us in cleared funds at least 48 hours before the scheduled departure of the first flight forming part of your booking, including an empty positioning flight before passengers board. The booking confirmation will state that departure date, time and time zone and the payment deadline. If the booking is confirmed within that 48-hour period, payment is due on confirmation and before the first flight or other booked service starts. Different credit terms apply only if agreed in writing. We will not bring the payment deadline forward without your agreement after confirmation.

4.3 Use the payment methods shown on our invoice and allow for bank processing time. We do not add card payment surcharges. Verify any unexpected change to our bank details using a known contact number before paying.

4.4 If payment is late, we will notify you and give a reasonable opportunity to pay, having regard to the time left before services start. We may then suspend performance or cancel by notice if the amount remains unpaid. If we cancel because you have not paid, the cancellation charge in clause 5 applies in place of the price of the cancelled services.

4.5 We will not increase a confirmed fixed price simply because our operating costs rise. Changes and additional costs are dealt with under clauses 6, 10 and 12. An invoice must explain each extra charge. Tell us promptly about a disputed amount; pay any undisputed amount by its due date. Raising a genuine dispute does not waive your rights.

5 CUSTOMER CANCELLATION

5.1 You may cancel all or part of a booking by emailing operations@diamondairtaxis.com. Cancellation takes effect when your message reaches our email system and can be retrieved. We will acknowledge it promptly. For a cancellation within 48 hours of departure, also call the number in your confirmation so Operations can act quickly; a delayed acknowledgement does not change a valid cancellation time.

5.2 If you voluntarily cancel, the following cancellation charges apply to the price of the cancelled services, subject to clause 5.6. Notice is measured in elapsed hours before the first scheduled departure of those services as stated in the booking confirmation. Seven days means 168 hours. The refund column assumes that the price has been paid in full.

Notice before departure	Cancellation charge	Refund if fully paid
More than 7 days	0%	100%
More than 48 hours and up to 7 days	25%	75%
48 hours or less, including a no show	50%	50%

5.3 The charges in clause 5.2 are agreed cancellation fees for the reserved aircraft and crew capacity and the arrangements made for your charter. We do not charge an additional cancellation administration fee.

5.4 A cancellation charge is payable even if no deposit or other payment has been made. We will deduct the applicable charge from payments already received and refund the balance. If the charge exceeds the amount paid, we will invoice only the difference, due within 7 days. No amount is payable for cancelled services where the cancellation charge is 0%.

5.5 For a partial cancellation, the charge applies only to the cancelled services. We will fairly allocate a bundled price and explain any proposed change to retained services before you agree. Cancellation-related positioning and third-party commitments are included in the applicable cancellation charge, not added to it.

5.6 These charges do not apply when you exercise a cancellation or refund right under clause 9 or 10 or applicable law. If no passenger attends, or you are too late for the flight to operate, we will try to contact you and assess reasonable alternatives before treating the affected services as cancelled.

6 CUSTOMER CHANGES

6.1 Contact us as soon as possible to change passengers, dates, route, baggage or other requirements. Changes depend on aircraft availability, safety and lawful operation. We will explain any price difference and charges before you accept. A change becomes binding only when both parties agree in writing.

6.2 We will not treat a passenger name correction or substitution as a cancellation where it does not materially change the service or our costs. Moving a flight to another date may require cancellation of the original booking and a new booking. We will tell you the applicable cancellation charge under clause 5 and the price of the revised booking before you decide.

7 PASSENGER INFORMATION AND ASSISTANCE

7.1 Give passengers these terms and the relevant flight information before committing them to travel. Give us passenger names, contact details and other reasonably requested information by the deadline in the confirmation. Provide accurate individual passenger weights, baggage weights and dimensions when requested, and tell us promptly if they change. We may weigh passengers or baggage discreetly for safe loading.

7.2 Tell us before booking about needs that may affect safe travel, such as reduced mobility, boarding assistance, medical equipment or oxygen, an assistance animal, or a child needing a restraint. We will discuss the aircraft's access, seating and facilities and reasonable adjustments with you. A diagnosis is not routinely required; we may request information or medical clearance reasonably necessary to assess a specific safety concern.

7.3 We assess assistance needs individually and comply with applicable disability discrimination law. Late notification is not itself a reason to refuse travel. If an arrangement cannot safely and lawfully be provided, we will explain why, consider reasonable alternatives, and apply the refund provisions in clause 10 where the issue is not caused by a material breach by you.

7.4 Tell us the ages of children and infants so we can arrange approved seating or restraints. Children must travel with a responsible adult unless we expressly agree otherwise. Pets require prior agreement; assistance animals are assessed under applicable law and are not treated simply as pets.

7.5 Passengers must bring the identification and any passports, visas or health documents required for their journey. We will identify the information we need for manifests and border processes. Passengers remain responsible for their personal entry and travel documents; we remain responsible for our operator obligations.

8 BAGGAGE AND ARRIVAL

8.1 The confirmation will state the agreed baggage allowance and any size or loading restrictions. Available payload depends on passenger weights, fuel, weather, runway conditions and aircraft performance. The number of seats alone does not establish how much the aircraft can carry.

8.2 Tell us about oversized, fragile or valuable items before booking. Keep essential medication, travel documents and valuables accessible as directed by the crew. We will take reasonable care of accepted baggage. This request does not exclude our liability for loss or damage.

8.3 Dangerous goods are restricted. Declare firearms, ammunition, fuel, gas cylinders, batteries, power banks and medical or mobility equipment with batteries before travel. Some everyday items may be carried under specific rules; others are prohibited. Do not bring an item requiring approval unless we have approved it and given you packing instructions. Follow the current dangerous goods information we provide and crew directions.

8.4 Be ready at the location and arrival time stated in your confirmation. Unless another time is agreed, arrive 30 minutes before a domestic departure. International flights and particular airports may require more time. We will tell you if a terminal, screening process or boarding arrangement changes.

8.5 Crew duty limits, airport hours and weather can restrict how long we can wait. If you are delayed, call Operations promptly. We will explain available options and any additional charges before agreeing to a revised service. Clause 5 applies if the affected services are cancelled because you cannot attend in time.

9 AIRCRAFT AND OPERATIONAL CONTROL

9.1 We will provide the agreed aircraft type and material features. For a genuine safety or operational reason, we may substitute a suitable aircraft with comparable or better capacity and agreed features at no extra charge. We will notify you as soon as practicable. If the substitution materially reduces the agreed service, you may accept an agreed price reduction or cancel the affected services without a cancellation charge and receive a refund for those unused services.

9.2 If we propose another operator, we will identify it, explain any material differences and provide relevant carriage terms before seeking your agreement. It must hold the approvals and insurance required for the flight. Subcontracting does not release us from our contract or statutory responsibilities. A transfer of our contract to another entity requires your express agreement.

9.3 The pilot in command has final authority over the safe operation of the flight, including loading, routing, fuel stops, departure, diversion and landing. Operational control remains with the operating carrier. No customer, broker or passenger may require an unsafe or unlawful flight, or an extension of crew duty beyond permitted limits.

9.4 Safety decisions must be made promptly and may change as conditions change. Where practicable, we will explain their effect on your journey and discuss alternatives. Making a safety decision does not itself decide whether a refund or another remedy is due; clause 10 and applicable law govern that question.

10 DISRUPTION DIVERSION AND REFUNDS

10.1 Weather, airport restrictions, air traffic control, aircraft defects, crew availability or other events may cause a delay, diversion or cancellation. We will take reasonable steps to avoid and reduce disruption, notify you promptly and keep you informed of practical options. Scheduled times are planned times; this does not remove our obligation to use due care and skill or any legally required timing obligation.

10.2 If we cancel, cannot provide the service within a reasonable time, or materially change the agreed itinerary or capability, you may choose an acceptable alternative that we can arrange or cancel the affected unused services for a refund. A change is material if it significantly affects the journey or a purpose you disclosed before booking and we accepted. A minor adjustment does not automatically allow cancellation of the whole charter.

10.3 We do not impose a customer cancellation charge when clause 10.2 applies, including for weather or another event outside either party's control. If no passenger carriage has begun, the refund covers the affected charter price, including bundled positioning and preparation costs. We will not require you to accept a credit instead of a refund.

10.4 If the journey has partly operated, we will refund the unused or uncompleted service. We will fairly allocate any bundled price, taking account of the useful service actually supplied; we will not treat a landing at an alternative airport as completion of the agreed journey merely because the aircraft has flown. Flight time alone does not determine the amount we retain. If linked unused sectors no longer serve the agreed purpose, you may cancel those sectors without a cancellation charge. Any greater remedy required by law remains available.

10.5 A forecast requiring an alternate airport does not automatically mean the flight must be cancelled. Where a significant destination risk is known, we will explain it and practical alternatives before departure where possible. If the flight diverts or returns to origin, the refund and onward-travel arrangements in this clause 10 apply.

10.6 If we divert and passengers leave the aircraft at an airport other than the agreed destination, the following arrangements apply, subject to your rights under clause 13:

(a) We will explain whether and when we expect to continue the booked journey. If we complete the agreed carriage with our aircraft, no additional charter charge applies merely because of the diversion. If the journey ends at the alternative airport, we will assist you to identify and arrange practical onward travel. We do not guarantee that a particular road transfer, airline seat or replacement aircraft will be available.

(b) If the diversion is caused by weather, air traffic control, an airport closure or another event outside our reasonable control, you are responsible for the cost of onward travel and any meals or accommodation, except to the extent we are legally required to meet those costs. We will refund unused or uncompleted services under clause 10.4. Any additional charter service you request requires a separate agreed price.

(c) If the diversion is caused by our breach, negligence or a matter within our reasonable control, we will offer reasonable onward transport or replacement carriage to the agreed destination at our cost, or a refund under clauses 10.2 and 10.4 if you elect not to accept the offered arrangement. This does not limit any additional remedy required by law. An aircraft defect or crew issue is not automatically treated as outside our reasonable control merely because it was unexpected.

(d) If the diversion is caused by your or a passenger's breach, negligence or misconduct, responsibility for resulting costs is determined under clause 12. We will seek your agreement before booking onward travel or other services at your expense.

10.7 Separately supplied extras, such as requested catering or ground transport, may have disclosed cancellation conditions. We may retain a reasonable, actually incurred and unrecoverable amount only where those conditions were accepted before booking and retention is lawful. If cancellation results from our breach, we will not deduct those costs from a refund you are entitled to receive.

10.8 Refunds will be processed promptly and ordinarily within 10 business days of entitlement and amount being established. We will pay any undisputed portion without waiting for the rest of a dispute to end. We normally refund the original payment method or another verified method agreed with the payer. A business day is Monday to Friday excluding NSW public holidays.

10.9 For broker bookings, we normally refund the party that paid us, subject to any contrary legal requirement or agreed direction. A broker receiving a refund for its client must pass it on promptly under its obligations to that client. You and passengers may contact us directly about our services; the broker is not a barrier to a statutory claim.

11 SAFETY AND REFUSAL OF CARRIAGE

11.1 Passengers must follow lawful safety and security instructions, attend the safety briefing and use restraints as directed. Smoking, vaping, interference with crew, threatening conduct and unsafe intoxication are prohibited. Alcohol may be consumed only with crew permission. Lawful security screening and baggage inspection may be required.

11.2 We may refuse or stop carriage where reasonably necessary for safety, security, compliance with law, missing required travel documents or serious misconduct. We will consider the circumstances, reasonable adjustments and available alternatives. Where practicable, we will explain the reason and give an opportunity to resolve the issue. Immediate action may be necessary to protect people or the aircraft.

11.3 If refusal results from your material breach or that of a passenger, clause 5 applies to cancelled services and clause 12 to additional loss caused by that breach. If refusal is not caused by such a breach, clause 10 applies. Refusal does not automatically forfeit the entire booking price or the price of unaffected passengers' travel.

12 CUSTOMER RESPONSIBILITY FOR LOSS

12.1 You are responsible for reasonable, evidenced loss directly caused by your breach, negligence or deliberate misconduct, including by people acting on your behalf. This may include aircraft damage beyond fair wear and tear, exceptional cleaning, or necessary delay or diversion costs. A passenger is responsible for their own conduct under applicable law; merely making a booking does not make you liable for every act of another passenger.

12.2 We must take reasonable steps to reduce the loss and exclude any part caused by us or our contractors. Any payment already received for the same cost will be credited. We will explain charges and provide reasonable supporting information. You are not required to indemnify us for an injury or incident simply because it occurred during your charter.

13 CONSUMER RIGHTS AND LIABILITY

13.1 Nothing in these terms excludes, restricts or modifies rights or remedies that cannot lawfully be excluded, including under the Australian Consumer Law. Where consumer guarantees apply, services must meet those guarantees and you may be entitled to remedies including a refund, replacement service or compensation. These rights can also apply to business customers.

13.2 Liability for passenger injury or death, baggage and, where applicable, delay is governed by the applicable carriage law. This may include the Civil Aviation (Carriers' Liability) Act 1959 (Cth), corresponding State or Territory laws and, for international carriage, the Montreal Convention or another applicable convention. Their rules, limits, defences and claim periods apply to the extent required by law. We do not impose a lower contractual limit on those claims.

13.3 For claims outside a mandatory carriage regime, liability is determined by applicable law, including rules about causation, foreseeability, contributory responsibility and reducing loss. A refund is not automatically a full and final settlement of any separate legal entitlement.

13.4 Tell us promptly about lost or damaged baggage or another problem and keep relevant records and receipts. Some carriage claims have short written-notice periods and strict deadlines for court proceedings. Contact us promptly for the applicable process and seek advice in time; our complaints process does not extend those deadlines or shorten any legal claim period.

13.5 Tell us before booking about essential connections or a time-critical purpose. We will tell you whether we can accept the requirement. Consider suitable travel insurance for cancellation, medical costs and disruption, particularly for remote or international travel. Insurance is optional and does not replace our obligations.

14 PRIVACY

14.1 We collect information reasonably needed to manage bookings, payment, safe carriage and legal obligations. We may share relevant information with the broker managing your booking, crew, an agreed substitute operator, service providers and authorities where necessary and lawful. International arrangements may involve overseas recipients.

14.2 Give passengers our collection notice before providing their information and obtain authority to share it. We seek any consent required for health or other sensitive information and offer passengers a way to provide it directly. Accepting these terms is not blanket consent to unrelated marketing or unrestricted disclosure.

14.3 We will provide our privacy policy and collection notice with the booking information. They explain handling, relevant overseas disclosures, access, correction and privacy complaints. Contact Operations if you need a copy or want to raise a privacy concern. Changes to a privacy policy do not vary your charter price or other contractual rights.

15 CONTACT AND COMPLAINTS

15.1 Contact operations@diamondairtaxis.com or 1300 361 509. For an imminent flight, use the Operations contact in your confirmation. Our address for customer correspondence is Hanger, 642/12 Drover Rd, Bankstown Aerodrome NSW 2200. Passengers must attend the meeting point stated in their booking confirmation.

15.2 We aim to acknowledge complaints within 2 business days and provide a substantive response within 10 business days, or explain when one will be available. You may seek assistance from a relevant consumer agency, tribunal or court at any time. Mediation is voluntary unless separately agreed; there is no compulsory waiting period before you exercise legal rights.

16 GENERAL

16.1 NSW law governs this contract, subject to mandatory laws and international conventions. NSW courts have non-exclusive jurisdiction; this does not remove a right to use another competent court or tribunal. If a term is unenforceable, the rest continues to the extent it can operate independently.

16.2 Neither party may transfer its contractual obligations without the other's consent. Agreed changes must be recorded in writing. These terms do not exclude liability for misleading representations. Provisions about unpaid amounts, refunds, liability, privacy and resolving disputes continue where relevant after the charter ends.