

SKYE PETS

Terms and Conditions

1. Definitions

Aircraft means The Operator's aircraft.

Baggage includes all items brought onto the Aircraft by Passengers. Specifically, and unless otherwise described, Cabin Baggage refers only to items brought into the cabin, and Hold Baggage refers to items stored in the externally accessible baggage compartment during Flight. Baggage weight is limited for Flight safety reasons.

Booking refers to a Flight/s which has been accepted and confirmed by Us.

Booking Confirmation means written confirmation of the Booking sent by Us.

Captain means the pilot in command of the Flight.

Damage to Aircraft means any/all damage which results from action or inaction by a Passenger to the Chartered Aircraft; including (but not limited to) stains, tears and abrasions to interior soft furnishings, chips or cracks to interior hard furnishings, damage to seat adjustment mechanisms due to force applied incorrectly and damage to electronic entertainment equipment.

Flight/s means the charter flight service/s SKYE PETS agrees to provide for each Booking.

Passenger/s, You, Your, Their and Pet/s means every person and Pet (dog or cat) carried or intended to be carried in an Aircraft as set out in the Booking Confirmation and with the approval of SKYE PETS.

Pet Policy means the Pet Policy document published by Us on our website.

Privacy Policy means the Privacy Policy document published by Us on our website.

SKYE PETS, We, or Us means Skye Pet Travel Pty Ltd (ABN 81 662 749 948).

Terms and Conditions means the Terms and Conditions stated in this document. They comprise the entirety of the Terms and Conditions in connection with the Flight.

The Operator means the designated aircraft operator contracted by SKYE PETS to operate the Flight.

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2. General

2.1. Minimum Tickets

- 2.1.1. Flights organized by SKYE PETS are demand based and subject to a minimum number of Tickets sold. Your Flight will be confirmed once the required number of Tickets is reached, as determined by us at our discretion.
- 2.1.2. If the Flight as set out in Your Booking Confirmation does not reach the minimum Ticket numbers required, SKYE PETS may cancel or postpone the Flight. This will be confirmed no later than 4 Weeks before departure.
- 2.1.3. In the event of the Flight being cancelled or postponed due to not meeting minimum ticket numbers, a refund of the ticket price paid, **excluding** any payment transaction surcharges incurred or re-accommodation to the postponed Flight date will be offered.

2.2. Associated Risks

- 2.2.1. You acknowledge and agree that this is a private charter operation and not a standard commercial Flight and accept that there may be inherent risks involved with private charter Flights that may not exist with standard commercial Flight operations and that We are unable to make guarantees in relation to the timing and the actual departure of this Flight.

2.3. Additional Assistance

- 2.3.1. If We provide any assistance to You in connection with the Flight such as Pet import/export information, You will remain responsible for such matters and we do not accept liability for anything arising from our assistance.

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3. When these terms and conditions apply and applicable law

- 3.1. The Terms and Conditions are the Terms and Conditions referred to in the Booking Confirmation and comprise the entirety of the Terms and Conditions.
 - 3.2. If these Terms and Conditions need to be changed for the operation of any Flight, You will receive an updated document containing the updated Terms and Conditions.
 - 3.3. The subject of the Booking Confirmation is the transport of Passengers and/or goods from the point of departure to the point of destination as stated in the Booking Confirmation.
 - 3.4. These Terms and Conditions are governed by the law of Western Australia, Australia and You agree to submit to the exclusive jurisdiction of the courts of Western Australia, Australia.
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4. Preparing for Travel

- 4.1. Passenger travel advisory services are not included in the price of Your Booking. It is Your sole responsibility to make all travel arrangements and to ensure You adhere to all laws, regulations, and orders of the countries You are travelling from/to, such as:
 - 4.1.1. Inquiring about the requirement for a passport, visa, or other travel, health, or other documentation for onward travel at the relevant consulates or embassies;
 - 4.1.2. finding out the requirements for Pet export from Your departure country and Pet import conditions to the country You are travelling to;
 - 4.1.3. obtaining relevant documents and inoculations; and
 - 4.1.4. finding out about dangers to Your health and safety at Your destination and any Stopover.

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- 4.2. SKYE PETS assume no responsibility for informing Passengers of said requirements nor the consequences of non-compliance by any Passenger. Any assistance We provide for the above aspects of Your travel does not relieve You of responsibility for these matters and we do not accept liability for any losses arising from any information supplied by Us to You.
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5. Bookings

5.1. Making a Booking

- 5.1.1. A Booking for a Flight is made when recorded as accepted and confirmed by Us. We will provide You with written Booking Confirmation of Your Booking.
- 5.1.2. We do not accept any responsibility for any loss You may incur if You make arrangements for travel on a SKYE PETS organised Flight through anyone other than Us.

5.2. Booking inclusions

- 5.2.1. Ticket inclusions are as outlined in the associated Ticket listing and Booking Confirmation. SKYE PETS is not responsible for ensuring that Pets fulfill the eligibility requirements for export or import at the departure or arrival locations. Compliance with these requirements is the sole responsibility of the Passenger.

5.3. Seating Selection and Allocation

- 5.3.1. Although we will make every effort to accommodate your seating preferences, we cannot guarantee any specific seat. Your seat may be reassigned at any time, including after you have boarded the aircraft, for operational, safety, or security reasons.
- 5.3.2. Please note that seating allocations are primarily determined by the size and quantity of pets travelling with you.

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6. Payments, Surcharges and Currency

6.1. Payments and Surcharges

- 6.1.1. Bookings will be confirmed via payment of the Ticket. SKYE PETS accepts payment via direct bank transfer, debit, and credit cards. Payments are subject to applicable transaction surcharges charged for payments as incurred by SKYE PETS. These transaction surcharges will be passed on at cost price directly to the Passenger.

6.2. Payments by Credit Card and Debit Card

- 6.2.1. Payment via Debit/Credit Card - 4.5% surcharge fee of transaction.

6.3. Payments via Bank Transfer

- 6.3.1. Payment via bank transfer will incur no fee. Passengers may incur fees as charged by Your own financial provider.
- 6.3.2. Once full payment is received, for each Booking, SKYE PETS will issue a Booking Confirmation and payment receipt.

6.4. Currency

- 6.4.1. All prices are listed and payable in **United States Dollars (USD)** or **Australian Dollars (AUD)** unless another currency is indicated by SKYE PETS.

7. Baggage Allowances

- 7.1. Baggage allowances are specified in the Booking Confirmation. If a Passenger exceeds their Baggage allowance, The Operator reserves the right to refuse to carry any additional Baggage items. The total weight of all Baggage must not exceed the limit stated in the Booking Confirmation.

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- 7.2. The Operator may impose limits on the quantity, weight, and dimensions of Cabin Baggage. Cabin Baggage must fit within the cabin space without obstructing escape routes or emergency exits. If Cabin Baggage does not comply with these requirements, it will be reclassified as Hold Baggage.
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8. Refusal of Carriage

- 8.1. We reserve all rights to refuse the boarding of any Passenger or remove any Passenger from the Flight, without any liability to Us, if We consider it is in the best interests of the Flight's operation and the safety of other Passengers and crew.
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9. Conduct on Board and Damages to Aircraft

- 9.1. The Captain shall at all times be entitled to take all necessary measures at their sole discretion including but not limited to whether or not the Flight is operated, how the Flight is operated, seating and Baggage placement and whether the behaviour or the physical or mental condition of a Passenger requires extraordinary action by the crew.

9.2. Conduct on Board

- 9.2.1. To maximize Passenger comfort, safety, and security, You must comply and obey all instructions given by any crew member on Your Flight with Us.

9.3. Control of Passengers

- 9.3.1. We will take all reasonable steps to maintain the comfort, safety, and security of all Passengers. We may remove You from any Flight at any destination, for example if You:
- 9.3.1.1. act in a way as to endanger the safety of the Aircraft or any person/Pet or property on board.

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- 9.3.1.2. obstruct, or fail to comply with any direction of any Crew member.
- 9.3.1.3. behave in a manner to which other Passengers may reasonably object.
- 9.3.1.4. interfere with a Crew member who is performing his or her duties on board an Aircraft.
- 9.3.1.5. tamper or interfere with the Aircraft or its equipment.

9.4. **Failure to Comply / Unacceptable Behaviour.**

- 9.4.1. Failure to comply with the above may result in the cancellation of Your Booking of a Flight which is not underway or diversion of a Flight in progress If We reasonably consider it necessary.

9.5. **Diversion Cost Caused by Unacceptable Behaviour**

- 9.5.1. If the Operator diverts the Aircraft to an unscheduled destination as a result of Your failure to comply with the requirements set out in these Terms and Conditions or as conduct described in 10.3., You will be liable for the reasonable costs of the diversion.

9.6. **Damages to the Aircraft**

- 9.6.1. Damage to Aircraft caused through negligence or purposeful behaviour, as determined by The Operator, will be the responsibility of the Passenger. SKYE PETS will invoice for any such Damage to Aircraft and will typically include photographic evidence of the damages caused where possible.

10. **Restriction and/or Refusal of Carriage**

- 10.1. The Operator may also refuse to allow a Passenger onto a Flight if:
 - 10.1.1. the refusal is necessary for reasons of safety or security or to avoid a breach of regulatory or statutory conditions in the state in which the Flight departs or lands or whose airspace is used; or
 - 10.1.2. doing so risks, in the sole opinion of the Captain, endangering the safety or health of the Passengers or crew; or
 - 10.1.3. any Passenger has refused to submit to a security check; or
 - 10.1.4. any Passenger is not in possession of valid travel documents; or
 - 10.1.5. any Passenger exhibits behaviour which, in the sole opinion of the Captain, is unacceptable.

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11. Delays and Force Majeure

- 11.1. In the event of unexpected or unforeseen restrictions or issues causing delays, The Operator reserves the right to reschedule a Flight at short notice. This may include taking off or landing from the closest available alternative airport. SKYE PETS will promptly notify all Passengers of any such changes.
 - 11.2. The Operator retains the right to postpone or redirect a Flight at any time if it becomes impossible to perform the Flight due to Force Majeure circumstances.
 - 11.3. Force Majeure means any event beyond the control of the designated Aircraft operator that hinders their ability to fulfill the services outlined in the Booking Confirmation including, but not limited to, war, warlike events, infringements of a country's neutrality, insurrection, civil war, civil unrest, riots, sabotage, strikes, blockades, lockouts, quarantine, hijacking, terrorist actions, requisition, confiscation, expropriation, seizure, adverse Weather conditions, or any other Force Majeure event of any nature. Technical reasons, detention, or similar measures, accidents with the Aircraft, or situations where the safety of the Passengers or the Aircraft's crew is reasonably at risk, are also covered under Force Majeure, as determined by the Captain or The Operators' personnel.
 - 11.4. SKYE PETS exclude liability for any damages that Passengers may incur for delays or cancellations including as a result of Force Majeure events.
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12. Carriage of Pets

- 12.1. Pet Owners are responsible for ensuring that the selected crate size under their chosen ticket option is appropriate for their pet(s)' size and fully complies with IATA travel requirements. Detailed guidance on crate specifications can be found [here](#).
- 12.2. While your pet may meet the weight requirements for the selected ticket option, it is crucial that the provided crate accommodates their overall dimensions. Each pet must have sufficient space to stand, sit upright, lie down naturally, and turn around comfortably.

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- 12.3. If a pet is found to be non-compliant on the day of travel due to an incorrect ticket purchase, SKYE PETS reserves the right to:
 - 12.3.1. Deny boarding for the affected Passenger(s) and/or pet(s).
 - 12.3.2. Remove the Passenger(s) and/or pet(s) from the Flight.
 - 12.3.3. Cancel the Ticket(s) without refund.
 - 12.4. By accepting these terms and conditions, you acknowledge that you have read and understood the Pet Policy and agree to be bound by its' terms as amended by Us from time to time.
 - 12.5. The Pet Policy can be accessed at the following link – <https://skyepets.com.au/pet-policy>.
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13. Refunds

- 13.1. Tickets are non-refundable. Refunds will not be issued for booking cancellations or changes made by You after the Ticket deposit, part payment, or full payment has been made.
 - 13.2. A no-show will be treated as a Passenger cancellation, and no refund will be provided.
 - 13.3. Passengers deemed non-compliant on the day of travel will be refused boarding, and no refund will be issued.
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14. Liability

- 14.1. To the maximum extent permitted by law, We exclude any and all liability for any losses of whatsoever nature that may arise in connection with this Flight, and future intended Flights, and by agreeing to these Terms and Conditions, You hereby release Us from any such liability.
- 14.2. If a law provides a guarantee or warranty that cannot be excluded, to the extent permitted by law, any liability for a breach of the guarantee or warranty will be limited to either supply of the goods or services again, or payment of the cost of having the same goods and service supplied again, as determined by Us.

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- 14.3. Further, in the event You breach these Terms and Conditions, We will not be liable for any losses whatsoever and You agree to indemnify Us for any losses whatsoever that We may suffer as a result of Your breach of these Terms and Conditions.
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15. Indemnity and No Reliance

- 15.1. You agree to indemnify and hold Us harmless from and against all claims and losses arising from loss, damage or liability by reason of or arising out of any acts or omissions by The Operator.
- 15.2. Each of the Parties acknowledge that, in entering into this agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this agreement. Any conditions, warranties or other terms implied by statute or common law are excluded from this agreement to the fullest extent permitted by law.
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16. Privacy

- 16.1. We collect personal information about You (including health information where necessary) to provide products and services to You, contact You about and process Your travel arrangements, and for immigration and customs control, security, safety, administrative and legal purposes.
- 16.2. You may be required by government regulations or laws to provide specific personal information to Us, including information to enable you to travel to other countries or to enable us to notify family members in the event of an emergency.
- 16.3. If the personal information is not provided, We may not be able to provide the service requested.
- 16.4. For the purposes outlined above, You acknowledge that we may retain Your personal information and disclose Your personal information to third parties.

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- 16.5. By accepting these terms and conditions, You acknowledge that you have read and understood the Privacy Policy and agree to be bound by its' terms as amended by Us from time to time.
- 16.6. The Privacy Policy can be accessed at the following link - <https://skypets.com.au/privacy-policy>
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17. Our Name and Address

- 17.1. Our name is SKYE PETS. Our registered business address is AMP Tower, Level 28, 140 St Georges Terrace, Perth, Western Australia, 6000, Australia.
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