

# MAF PNG BOOKING POLICY AND GENERAL TERMS AND CONDITIONS

If you are unable to make your flight on the booked date, please advise MAF. If you cannot reach your local base, please contact MAF Booking and Operations Centre via 7373 9999 or [png.bookings@mafint.org](mailto:png.bookings@mafint.org), or send a WhatsApp message to 7044 0433.

*It is important that all customers understand our policies, terms and conditions.  
If unsure, please ask MAF staff to explain them to you.*

## Cancellation, Late Arrival, Re-booking and Penalty Fee Policy

DESCRIPTION	APPLIES	REFUND	FEE	COMMENT
No check-in / No show passenger / Cancellation of a confirmed charter	On the day of the flight	0%	100%	<b>No Refund.</b> Full loss of ticket or charter cost
Failed to board	After check-in	0%	100%	<b>No Refund.</b> Full loss of ticket
Early rebooking of seat fare or confirmed charter	More than 2 working days before the date of the flight	0%	0%	<b>Free rebooking</b> if more than 2 days before flight.
Late rebooking attempt or cancellation of booking of seat fares or freight	Within 2 working days of the date of the flight	0%	100%	<b>No refund.</b> Customer or freight must travel, or the booking is cancelled with no refund
Cancellation of booking of seat fares or freight or confirmed charter (MAF card customer)	More than 2 working days before the date of the flight	100%	0%	<b>Refund on MAF card.</b> No cash back
Cancellation of booking of seat fares, freight or confirmed charter (non-MAF card customer including Cash & Direct Deposit payment)	More than 2 working days before the date of the flight	100% less admin fee	Admin fee	<b>Admin fee</b> is 5% of ticket cost or K50 (whichever is more)
Late rebooking attempt or cancellation of a confirmed charter flight	Within 2 working days of the date of the flight	50%	50%	<b>Part Refund.</b> Refund of half the charter cost
Cancellation of approved subsidy booking	More than 2 days before the date of the flight	100% less admin fee	Admin fee	<b>Admin fee</b> is 5% of ticket cost or K50 (whichever is more)
Cancellation of approved subsidy booking	Within 2 days of the date of the flight	0%	100%	<b>No Refund.</b> Full loss of ticket
Late arrival of customer or their passengers	More than 15 mins late after planned departure time	0%	100%	MAF's option to depart as planned or cancel charter
Failure to deliver freight for charter	Not delivered by 3pm on day before the flight	0%	100%	MAF's option to depart as planned or cancel charter
Waiting time for charters	For any period more than 40 minutes on the ground	0%	20%	Chargeable <b>per hour</b>
DESCRIPTION	APPLIES	REFUND	FEE	COMMENT

## Booking, Payment, Charter and Shuttle Policy

1. Full payment needs to be received before MAF can link your booking to a flight or confirm the date and time for charter bookings.
2. Any written quotation for MAF's services shall remain valid for a period of thirty (30) days from the date given.
3. Full payment for charter flights must be received at least seven (7) calendar days before the flight.
4. Payment for shuttle/seats departing a MAF base, need to be received three (3) calendar days before the flight.
5. Payment for bush departures should be paid to the MAF agent one (1) day before the flight.
6. Any deposit not connected with a planned service delivery and not redeemed within 12 months of deposit will be deemed to be a donation to the general operations of MAF unless otherwise agreed in advance by both parties.
7. Maximum allowance for checked baggage is sixteen (16) kilograms. If space available, extra baggage may be carried at the current excess baggage rate.
8. All charters must have a **completed and signed Front Load and Back Load form** before departure.
9. Charter or freight loads that include building material or other bulky items, will incur a 20% surcharge payable before departure. Maximum load length is 3m (10ft). Greater lengths must be checked and approved by MAF at time of booking.
10. Church charters are subsidised charters. All passengers and freight travelling on a church charter must be eligible for MAF's church rate fares. Churches are not allowed under any circumstances to sell seats or space on a church charter to any other person or to arrange commercial back loading (such as coffee) on church charter flights. Such loading must be separately paid for at MAF's normal freight rate.

## General Terms and Conditions

### General

#### 1. Definitions:

**'Aircraft'** means any aircraft which MAF is licensed to operate in PNG.

**'Booking Confirmation'** means written notice given by MAF to the Customer confirming the existence of a Charter Booking and setting out the date and time of the charter, the Charter Price, and other agreed details, except in the case of Medical Evacuation Flights where, at MAF's discretion, the Booking Confirmation may be given orally and followed-up in writing after the flight.

**'Charter Booking'** means any arrangement between MAF and the Customer for the charter of the Aircraft as evidenced by a Booking Confirmation.

**'Charter Price'** means the price set out in a Booking Confirmation and is inclusive of loading and unloading baggage.

**'Dangerous Goods'** are items that may endanger the safety of the Aircraft or persons on board the Aircraft. Their carriage on aircraft is governed by ICAO Technical Instructions and national regulations.

**'MAF'** means MAF Papua New Guinea Limited, its servants and agents.

**'Medical Evacuation Flights'** means flights made by MAF to transport sick or injured persons from outlying regions for urgent medical treatment, where time is of the essence. Medical Evacuation Flights take precedence over any other Charter Bookings.

**'Planned Departure Time'** means the time specified for commencement of the first flight leg as set out in the Charter Booking.

#### Operational capacity and weather delays

- Operational considerations on the day of the flight may affect the total load available and may also affect aircraft departure times. If MAF needs to cancel, not finish the flight or change course or delay the flight because of third parties, medical evacuations, labour difficulties, force majeure, bad weather, breakdown or accident to the Aircraft or any flight related equipment, MAF will try to finish the flight, but otherwise shall have no liability to the Customer. This won't apply where the main cause of the problem is MAF's negligence or wrongdoing. The Customer will be responsible for payment of that part of the flight able to be performed.
- These terms and conditions will be applied according to the laws of PNG and any action in court must be brought within two years from the date of arrival (or expected arrival) of the aircraft.
- Customer agrees and acknowledges that all policy information and material outlined above applies to the services provided by MAF as Terms and Conditions of that service.
- MAF will not allow the carriage or consumption (including by intoxicated persons) of alcoholic drinks, tobacco products or betelnut on any flight or at any MAF premises.

### Shuttle/Seat Fare

- In the event of bodily injury or death of the Customer, of loss or damage to checked baggage or of loss or personal effects, the liability of MAF to the Customer is limited to the amount set out in the *Civil Aviation (Aircraft Operations Liability) Act 1975* as amended from time to time. Except as established by law or these conditions, MAF has no further liability to the Customer or any other party.
- In cases of damaged baggage, complaint must be made to MAF immediately but within 7 days.
- The Customer must comply with all reasonable requests of MAF relating to safety and personal conduct.
- The Customer must declare any Dangerous Goods prior to boarding the aircraft. MAF reserves the right to inspect bags or cargo for Dangerous Goods or prohibited goods and to remove, destroy or keep as evidence, any such items. Failure to let MAF inspect bags may result in MAF refusing to carry the bags or the Customer. In this case there will be no refund of the fare.
- MAF may choose to carry Dangerous Goods if they are declared, approved by MAF and appropriately packed and labelled.

# MAF PNG BOOKING POLICY AND GENERAL TERMS AND CONDITIONS

## Freight

11. Subject to MAF's policies, MAF will transport the freight provided that:
  - (a) it complies with all laws and MAF policies about dangerous goods, consignment and packing and all duties or other costs are paid by the Customer;
  - (b) the Customer has declared any dangerous goods and truthfully described the freight in the consignment documentation including any qualities capable of causing damage to any other freight, people or animals positioned near the freight. The Customer shall indemnify MAF against all liability, damages or expenses suffered by MAF for irregularities in the documentation;
  - (c) MAF is allowed to open any packaging containing the freight to check it, or to determine ownership or destination if necessary;
  - (d) Customer indemnifies MAF against any loss or damage suffered by MAF as a result of the Customer breaching this clause.
12. MAF's acceptance of the freight does not remove the Customer's responsibility for the freight, and in particular does not mean that MAF has approved the packing or labelling.
13. The Customer must arrange containers and packaging suitable for the temperature needs of the freight, to seal packages containing valuables and to clearly mark all packages with the full name and address of the Customer and consignee.
14. If the freight becomes dangerous, volatile, offensive or damaging in nature, MAF may (to the extent permitted by law) destroy, throw away or make harmless such freight at the cost of the Customer and without compensation to the Customer.
15. Customer warrants that it has complied with all laws about the freight content, packaging, labelling and storage and that it has been prepared for transport so that it will be protected against ordinary risks associated with transport by air. The Customer agrees to indemnify MAF against any liability whatsoever and all costs and expenses as a result of the Customer's failure to comply with this warranty.
16. Notice of arrival of the freight will be sent by ordinary methods to the consignee and any other person MAF has agreed to notify. MAF is not responsible for non-receipt or delay in receipt of notice.
17. Delivery of the freight will be made only to the consignee and will have been achieved when:
  - (a) MAF has given the consignee any paperwork allowing them to collect the freight;
  - (b) Consignee collects the freight; or
  - (c) Freight has been delivered to customs or other authority required by law.
18. By collecting the freight, the consignee becomes responsible for payment of all charges for the carriage. If not already paid for by the Customer, MAF may not release the freight until these charges have been paid by consignee.
19. Freight must be collected, within seven (7) calendar days, at the airport of destination or the facility chosen by MAF.
20. If the consignee refuses to collect the freight, MAF will try to follow the reasonable instructions of the Customer if written on the consignment document. Otherwise, MAF will notify the Customer and ask for instructions. If there is no answer within thirty (30) days for non-perishables, and immediately for perishables, MAF may sell the freight and take unpaid charges from the proceeds, or destroy or abandon the freight, as MAF chooses.
21. Customer is liable for all costs related to the failure to collect the freight, including storage and return of the freight, if required by the Customer.
22. MAF is not liable to the Customer, consignee or any other person having an interest in the freight, for any delay in collection of freight or loss of or damage to or deterioration of freight or delay or mis-delivery or failure to deliver freight for any reason whatsoever.
23. MAF is not liable to the Customer, consignee or any other person for any damage, delay or loss of any nature directly or indirectly arising out of compliance with laws, government regulations or orders, or from any cause beyond MAF's control.
24. MAF does not give or imply any warranty concerning aircraft engaged in the carriage of freight under these Conditions.
25. MAF is not liable for any consequential loss or special damages arising from carriage of freight under these Conditions, whether or not MAF knew that such loss or damage might occur.
26. Whenever the liability of MAF is excluded or limited under these Conditions, the exclusion or limitation will apply to agents, employees, or representatives of MAF and also to any carrier whose aircraft is used for carriage.
27. To the extent permissible by law, MAF's liability for breach of these Conditions is limited to the cost of resupply of the services.
28. MAF can charge for carriage by weight, dimensions or value and may at any time re-weigh, re-value or re-measure and charge an additional carriage fee accordingly.
29. The applicable rates and charges are as published by MAF on the date of the consignment document. They are exclusive of tax and shall be paid in a currency acceptable to MAF.
30. Rates and charges apply only from airport to airport and do not include any extra services such as storage, insurance, delivery service, repairing faulty packing or clearing freight through customs.
31. All fees and charges must be paid prior to transport and will be deemed fully earned, whether or not freight is lost or damaged, destroyed, disposed of, misdelivered or fails to arrive at the consignment destination.
32. The Customer guarantees payment of all unpaid charges and disbursements of MAF and all costs which MAF may incur due to carriage of the freight.
33. In the event of non-payment, MAF will have a right to keep the freight and any related documents and on any other freight of the Customer in MAF's possession. In the event of non-payment, MAF has the right to sell the freight and to pay itself out of the proceeds. The Customer will remain responsible for paying any shortfall not covered by the proceeds.
34. MAF will not accept or transport freight on a cash-on-delivery basis or insure the freight for the Customer's or consignee's insurable risk.

# MAF PNG BOOKING POLICY AND GENERAL TERMS AND CONDITIONS

## Charter

35. MAF will provide the Aircraft for the performance of each Charter Booking:
- (a) fit for that purpose, properly equipped and maintained and fully airworthy in accordance with applicable local and international laws, regulations and manufacturers standards;
  - (b) with a flight crew who are qualified, and fully licensed for the duties required by the Charter Booking;
  - (c) having obtained all necessary certifications and authorisations for the Charter Booking and with hull and third-party liability insurance cover; and
  - (d) shall safely operate the Aircraft in compliance with all applicable laws and regulations.
36. The pilot of the Aircraft shall have absolute discretion:
- (a) to refuse any baggage, freight or any part thereof;
  - (b) to decide what load may be carried on the Aircraft and how it shall be distributed;
  - (c) to decide whether and when a flight may be safely undertaken and where and when the Aircraft should be landed; and
- MAF shall be under no liability for termination of, or deviation from, the Charter Booking resulting from any exercise of these discretions.
37. The Customer agrees that it will not carry any Dangerous Goods unless they have been declared to and approved for carriage by MAF.
38. The Customer shall ensure that any goods to be transported are sufficiently and properly packed for carriage and comply with the terms and conditions for packing and labelling of freight.
39. The Customer is responsible for making and paying for any arrangements for ground transportation, warehouse handling and customs clearance if required.
40. MAF reserves the right to use any available seats and/or space for the carriage of other passengers or freight without credit against the Charter Price.

### **Liability of MAF and indemnity**

41. The following provisions set out the entire financial liability of MAF to the Customer in respect of breach of these terms and conditions, any representation or tortious act or omission including negligence, arising in connection with a Charter Booking:
- (a) All warranties, conditions and other terms implied by statute, civil or common law are to the fullest extent permitted by law excluded from the Charter Booking and these terms and conditions.
  - (b) Subject to (g) below, nothing in these terms and conditions excludes or limits the liability of MAF:
    - (i) for death or personal injury caused by MAF's gross negligence; or
    - (ii) for fraudulent misrepresentation.
  - (c) Subject to (b) above, MAF's total liability arising in connection with the performance of a Charter Booking shall be limited to the Charter Price;
  - (d) MAF shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential or any claims for consequential compensation whatsoever (howsoever caused) which arise in connection with a Charter Booking.
  - (e) The Customer agrees to indemnify MAF and keep MAF indemnified against all liabilities, claims, costs and expenses whatsoever (including legal fees) suffered by MAF due to a claim by the Customer's staff, agents, representatives or other persons travelling on the Aircraft at the Customer's request, arising out of the performance of a Charter Booking subject to the exceptions mentioned in (b) above.
  - (f) The Customer warrants that it has and will maintain one or more insurance policies to cover the Customer's liability (if any) to its employees, agents, clients or guests in connection with the Customer's obligations under these terms and conditions but excluding MAF's liability at (b) above.

### **Medical evacuation flights**

42. MAF may be asked to carry out medical evacuation flights from time to time and will only do so on the following conditions:
- (a) MAF is an air transportation services provider only and does not provide medical assistance;
  - (b) MAF does not provide medical staff and recommends that a medically qualified attendant accompanies the patient. This should be arranged when a medical evacuation flight is requested. Any medical assistance personnel who accompany the patient shall not be considered to be acting under the control or supervision of MAF;
  - (c) While MAF will make the flight as safe and comfortable as practicable for the patient, the Customer takes full responsibility for the medical condition of the patient on board the Aircraft;
  - (d) MAF does not provide medical equipment that may be required for an evacuation flight, and any necessary medical equipment must be provided by the Customer;
  - (e) MAF undertakes to deliver the patient and other passengers to the destination on the Charter Booking Confirmation;
  - (f) MAF shall have no liability of any kind whatsoever (whether arising from breach of contract, the negligence of MAF, its employees or agents, breach of statutory duty or otherwise) for any injury, death, loss or damage whatsoever arising in connection with medical assistance or equipment, or failure to provide it, on board the Aircraft and the Customer indemnifies MAF against any such claim, loss or damage.