

	SmartLynx Terms and Conditions	Policy No	SKT500
		Revision:	2.9
		Effective Date:	06/08/2025

SmartLynx Terms and Conditions Effective 1 July 2024

DEPARTURE/ARRIVAL POINTS

SmartLynx flights from Cairns departs and arrives at the domestic terminal.

All other flights depart and arrive at the airport stated in the itinerary.

CHECK IN

Check in closes 30 minutes prior to the scheduled departure time, with the following exceptions.

Aurukun, Lockhart River and Pormpuraaw airports, 45 minutes prior to the scheduled departure time.

Passengers who do not check in before closure will not be able to travel and their fare is not refundable.

Passengers who have checked in online must present bags to the check-in-counter before closure.

You will be required to provide identification at check in. Please contact SmartLynx prior to departure if you have any questions about acceptable identification.

SCHEDULE CHANGES

Whilst it is SmartLynx' intention to uplift you and your baggage in accordance with the date and time specified at time of booking, it is not guaranteed. Changes to schedule times may occur for a variety of reasons without notice. SmartLynx will not be held liable for any loss or damages due to schedule change, except as specified in our disrupt policy which is available on our website.

In the event of a cancellation or delayed flight SmartLynx may move passengers to alternative flights. Passengers who chose not to accept these changes may receive a refund, credit of their fare or other available flight.

PASSENGER CONDUCT

SmartLynx reserves the right to refuse carriage to any person who seeks to travel in violation of any applicable law or otherwise in breach of the Terms and Conditions of carriage or who is under the influence of drugs or alcohol or if it is necessary for the safety of other passengers or for the protection of property. Passengers shall comply with all the instructions of the Carrier's Employees or Agents.

CONTRACT OF CARRIAGE

All passengers and baggage are pursuant to a contract of carriage between SmartLynx and the passenger. This contract of carriage shall be in such form whether involving ticketing or otherwise as SmartLynx may determine. All contracts of carriage shall be subject to Rules relating to such matters as terms of issue, period of validity, requirement for payment, fare structures, check in requirements, carriage of children, and otherwise as SmartLynx may determine. A reservation is not a contract of carriage. A contract of carriage does not guarantee or entitle carriage in any specific seat or on a specific aircraft.

ONWARD TRAVEL

Your contract of carriage with SmartLynx covers carriage from the airport at point of origin, to the airport at point of destination on your SmartLynx ticket. SmartLynx does not guarantee flight connections with other airlines. It is the responsibility of the passenger to allow adequate time for any check in, baggage or security procedures required for connection.

SmartLynx recommends travel insurance.

CORPORATE HEAD OFFICE STREET ADDRESS:

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BAGGAGE ALLOWANCE

Baggage in these Conditions means baggage of the passenger carried on or in conjunction with the passenger's flight. All carriage of baggage is subject to these conditions and rules. The SmartLynx baggage allowance per seat occupying passenger is as follows:

Passenger Flights

Carry-on Baggage: Two items up to 7kgs total combined weight.

Checked Baggage: Up to 20kgs, two items only. Additional bags will be charged at \$25 per piece.

Mobility Aids and Strollers

Wheelchairs, other mobility aids and strollers do not count towards the baggage allowance.

Excess Baggage

Excess Baggage Fee: \$5.50 per kg for each kg over the Checked Baggage allowance.

There is no guarantee that excess baggage can be carried on the stated flight, even if prepaid.

Overweight Items

SmartLynx is unable to accept any single item of checked baggage exceeding 32kg in weight.

To discuss freight options for items exceeding 32kgs, please contact SmartLynx Customer Service.

BAGGAGE CONDITIONS

SmartLynx may refuse to carry any passenger or baggage where these Conditions or any Rules relating to baggage are not complied with. SmartLynx may search any passenger or baggage to ensure such compliance. All carriage of goods not being baggage as defined herein shall be subject to similar Conditions and to any Rules determined by SmartLynx or other agreements made from time to time.

Baggage is, where possible, carried on the same flight as the passenger. However, where this is impractical it may be carried on the next available flight or an earlier flight if delivered to our check in prior to travel. SmartLynx may refuse carriage for any baggage that in its view is unsuitable for carriage for any reason.

Except as provided for under legislation SmartLynx is not liable for loss or damage to, or delay in the delivery of fragile or perishable articles, money, jewellery, precious metals, negotiable papers, securities or other valuables, business documents, passports and other identification documents, samples, medicines, or drugs which are included in the Passenger's checked baggage, even if SmartLynx is aware of such items. Personal valuable items should be carried on the Passenger's person or in carry-on baggage under their care. The Company is not liable for damage that occurs due to an inherent defect, quality or vice of the baggage or due to wear and tear. This may include:

- cuts, scratches and dents.
- damage to retractable or fixed luggage handles.
- external items missing from bag, e.g., wheels, feet, locks, zipper and zipper tabs, straps or name tags and
- damage to the inside contents of a bag if the item(s) were suitably packed for transportation.

The company is not liable for damage to other items not part of the baggage structure, overweight items labelled with heavy tags, and baggage if baggage weight exceeds the maximum weight specifications of the manufacturer. Where the manufacturer's specifications are unavailable the weight limit applied will be 25kgs.

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It's the customer's responsibility to ensure that baggage is suitably packed for transportation (including oversized items such as sporting equipment or musical instruments). The Company is not liable for damage as a result from baggage that is unsuitably packed by the customer, including overpacked baggage.

Claims for baggage damaged or lost during travel must be reported to SmartLynx within 24 hours. All claims should be submitted to SmartLynx staff on arrival at the destination. If there are no staff present photographic evidence taken at the airport must be submitted to SmartLynx. SmartLynx is not liable for normal wear and tear (this includes, and is not limited to, damaged handles and wheels). SmartLynx is also not liable for damage to any items that are not packaged or protected correctly.

INFANTS AND CHILDREN

For travel on SmartLynx, passenger age classifications are as follows:

Infants = under 2 years

Children = 2 years to 11 years (inclusive)

Adults = 12 years and above (inclusive)

An infant must travel with a parent or a passenger 15 years of age or over who is an immediate family member or authorised guardian. Only one infant per adult passenger is permitted. Federal law restricts the number of infants carried on each flight so confirmation of availability should be made by contacting SmartLynx prior to booking.

Children must be accompanied by a parent or a passenger 15 years of age or over who is an immediate family member or authorised guardian unless accepted for carriage as an unaccompanied minor. The parent or guardian responsible for unaccompanied minors must complete the relevant form, available from SmartLynx and pay the appropriate fee. SmartLynx may check the arrangements for collection of the unaccompanied minors and may refuse travel if these are not confirmed.

LIMITED SPECIAL ASSISTANCE

You warrant that you can travel independently, or if you cannot, that you are travelling with an accompanying passenger who is responsible to ensure that you can travel safely and provide all assistance and supervision you require.

We may be able to provide limited assistance at some ports for special requirements such as wheelchairs, service dogs, unaccompanied minors, carriage of firearms, pet transport, and persons in legal custody.

SmartLynx must be notified of these arrangements and able to confirm in advance of travel.

DANGEROUS GOODS AND PROHIBITED ITEMS

Dangerous goods may not be carried by SmartLynx. A list of common dangerous goods is displayed at check in counters and further information is available on request. Passengers are requested to clarify any doubtful items prior to check in. Common examples are compressed gasses (some common camping equipment), flammable liquids and solids (strike anywhere matches, lighter and heater fluids, flammable aerosols), firearms (may only be carried with approval as checked luggage), and poisons (not including medical prescriptions).

Alcohol management programmes are in place in many of the communities in Cape York. SmartLynx will not carry passengers with alcohol on flights into these communities. No refunds will be offered for customers attempting to carry alcohol on these flights.

In your hand luggage or on your person, you must not include sharp or pointy objects or cutting implements of any kind or length, whether of metal or other material. Passengers carrying needles

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for medical purposes will need to declare them at check in and airport screening points. Medication should have a professionally printed label identifying the medication or manufacturer's name or pharmaceutical label affixed.

SmartLynx will not carry items that we reasonably determine are unsuitable for carriage because they are dangerous, unsafe or because of their weight, size, shape or character, or items which are prohibited by any applicable law from being carried on any aircraft. If we discover that you are carrying prohibited items, we may do whatever we consider appropriate and what is reasonable in the circumstances, including disposing of the item.

FARES

Fares apply only for carriage from the airport at point of departure to the airport at point of destination. All fares must be paid, prior to departure.

All fares include applicable airport charges and taxes,

SMARTLYNX CONTROL OF FLIGHTS

SmartLynx has full authority and control in respect of the operational and safety aspects of all flights and may change the flight details, refuse carriage to any passenger, or make any other decision in relation to a flight as it may consider appropriate. This authority and control maybe exercised by a duly authorised officer of SmartLynx and or the captain of the aircraft.

LIMITATION OF LIABILITY

SmartLynx has no obligation or liability to any passenger for any unperformed or delayed carriage except as set out in these Conditions. SmartLynx has no liability for missed connections or appointments or for any consequential or other loss. This limitation of liability extends to SmartLynx' agents, officers, servants, and representatives.

PRIVACY USE AND DISCLOSURE OF INFORMATION

We will only use and disclose personal information held for the primary and related purposes for which it was collected and in accordance with any state or federal government legislation.

We may use your personal information to achieve any other objectives to which you have given consent. For example, if you are benefitting from the Queensland Government Local Fare Scheme, we will report your details to the Queensland Government, in accordance with your consent provided on application for eligibility.

AUSTRALIAN LAWS

These Conditions shall be governed by and interpreted in all respects in accordance with Australian law and subject to the jurisdiction of the Australian Courts.

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