

## OUR TERMS & CONDITIONS

### 1. Definition

1.1 “Outback Aviation” means Outback Aviation Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Outback Aviation Pty Ltd (ACN 130586408 ).

1.2 “Client” means the person/s buying the Goods as specified in any invoice, document, booking or order, and if there is more than one Client is a reference to each Client jointly and severally.

1.3 “Goods” means all Goods, Flights or Services supplied by Outback Aviation to the Client at the Client’s request from time to time (where the context so permits the terms ‘Goods’, ‘Services’ and ‘Flights’ shall be interchangeable for the other).

1.4 “Price” means the Price payable for the Goods as agreed between Outback Aviation and the Client in accordance with clause 6 below.

1.5 “Flight” means a flight conducted by Outback Aviation Pty Ltd on behalf of the Client.

### 2. Acceptance.

2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.

2.2 These terms and conditions may only be amended with Outback Aviation’ consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and Outback Aviation.

### 3. Change in Control.

3.1 The Client shall give Outback Aviation not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by Outback Aviation as a result of the Client's failure to comply with this clause.

### 4. Electronic Transactions Act 2000.

4.1 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.

### 5. Online ordering

5.1 The Client acknowledges and agrees that:

(a) Outback Aviation do not guarantee the websites performance or availability of any of its Goods; and

(b) on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades; and

(c) there are inherent hazards in electronic distribution and as such Outback Aviation cannot warrant against delays or errors in transmitting data between the customer and Outback Aviation including orders, and you agree that to the maximum extent permitted by law, Outback Aviation will not be liable for any losses which the Client suffers as a result of online ordering not being available or for delays or errors in transmitting orders.

5.2 Outback Aviation reserve the right to terminate your order if it learns that you have provided false or misleading information, interfered with other users or the administration of Outback Aviation Pty Ltd, or violated these terms and conditions.

## 6. Price and Payment.

6.1 At Outback Aviation' sole discretion the Price shall be either:

- (a) as indicated on any invoice provided by Outback Aviation to the Client; or
- (b) the Price as at the date of delivery of the Goods according to Outback Aviation' current price list; or
- (c) Outback Aviation' quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.

6.2 Outback Aviation reserves the right to change the Price:

- (a) if a variation to the Goods which are to supplied is requested; or
- (b) in the event of increases to Outback Aviation in the cost of fuel or helicopter running costs (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges) which are beyond Outback Aviation' control.

6.3 At Outback Aviation' sole discretion a non-refundable deposit may be required.

6.4 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by Outback Aviation, which may be:

- (a) on completion of the Flight.
- (b) before the Flight takes place.
- (c) by way of instalments/progress payments in accordance with Outback Aviation's payment schedule.
- (d) thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices.
- (e) the date specified on any invoice or other form as being the date for payment;  
or

(f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by Outback Aviation.

6.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (plus a surcharge of up to three and a half per cent (3.5%) of the Price applicable to AMEX cards only), or by any other method as agreed to between the Client and Outback Aviation.

6.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to Outback Aviation an amount equal to any GST Outback Aviation must pay for any supply by Outback Aviation under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

## 7. Defaults and Consequences of default.

7.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half per cent (2.5%) per calendar month (and at Outback Aviation' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgement.

7.2 If the Client owes Outback Aviation any money the Client shall indemnify Outback Aviation from and against all costs and disbursements incurred by Outback Aviation in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Outback Aviation' contract default fees, and bank dishonor fees).

7.3 Without prejudice to any other remedies Outback Aviation may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Outback Aviation may suspend or terminate the supply of Goods to the Client. Outback Aviation will not be liable to the Client for any loss or damage the Client suffers because Outback Aviation has exercised its rights under this clause.

7.4 Without prejudice to Outback Aviation' other remedies at law Outback Aviation shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Outback Aviation shall, whether or not due for payment, become immediately payable if:

(a) any money payable to Outback Aviation becomes overdue, or in Outback Aviation' opinion the Client will be unable to make a payment when it falls due.

(b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

## 8. Refunds

8.1 Refunds are at the sole discretion of Outback Aviation. Refunds are not available for services provided but not utilized by The Client.

8.2 Refunds are not available for confirmed flights that have been postponed for any reason including weather or confirmed flights that have been put on hold for any reason.

8.3 Refunds are not available to Clients that choose not to participate on the day of their confirmed booking for any reason whatsoever.

8.4 Refunds are not available for flights that may depart at different times than advertised and/or confirmed due to any reason.

8.5 Where a client has participated on a flight and the flight for whatever reason has not flown for the stipulated time, the Client will not be entitled to a refund directly corresponding to the amount of time that was not provided. For the avoidance of doubt, if you purchase an Adventure flight and the flight duration is several minutes short, then you are not entitled to a refund. Flight times can vary due to air traffic control, weather, reservations error, Client medical reasons and aircraft malfunction.

8.6 All Gift Voucher purchases have a 24-hour cooling off period. If a customer wishes to return a voucher for a full refund, the customer must notify Outback Aviation within 24 hours of the time of purchase.

8.7 Where a ticket is booked and paid via a third party; defined as but not limited to a travel agent, online booking service or voucher provider, wholesaler, inbound tour operator or any other third-party entity that is not owned by Outback Aviation and/or the ticket is not booked directly and paid directly to Outback Aviation, all refund requests must be directed to the point of purchase. The reason for this is Outback Aviation may not have been paid the full amount of the purchase price. Where the third-party service is embedded in Outback Aviation's website, or payment has been made directly to Outback Aviation then Outback Aviation is responsible for refunds subject to Outback Aviation's refund policy contained within Outback Aviation's terms and conditions. Where a 3rd Party sells the tickets subject to Outback Aviation Terms and Conditions then Outback Aviation Terms and Conditions shall prevail.

8.8 The Client has the right at any time before the engine starts, that they decide that the level of risk is unacceptable to them, to disembark the aircraft. The client will be entitled to a refund of ½ the paid price paid. The client will be escorted from the aircraft under supervision to a safe location away from the aircrafts are of operations.

## 9. Cancellation and Postponement of flights

9.1 Outback Aviation may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice Outback Aviation shall repay to the Client any money paid by the Client for the Goods. Outback Aviation shall not be liable for any loss or damage whatsoever arising from such cancellation.

9.2 In the event that the Client cancels delivery of Goods the Client shall be liable for all loss incurred (whether direct or indirect) by Outback Aviation as a direct result of the cancellation (including, but not limited to, any loss of profits).

9.3 All cancellations must be in writing and addressed to Outback Aviation. There are no cancellations available for flights that have been postponed or rebooked from a postponed flight. The following fees will be payable by the Client for Flights cancelled by the Client depending on notice given to Outback Aviation:

(a) Less than 21 business working days prior to departure – 25% of full Price

(b) Less than 14 business working days prior to departure – 50% of full Price

(c) Less than 7 business working days prior to departure – 100% of full Price

9.4 A business working day is defined as any ordinary working day between Monday to Friday not including weekend days.

9.5 Outback Aviation reserves the right to cancel or withdraw or postpone a tour or reservation made by The Client in which event the tour or reservation will be postponed to a mutually convenient date and time or at the full discretion of Outback Aviation a full refund may be offered. This does not apply to any tickets purchased through 3rd party resellers or group buying websites where postponements are only available. Outback Aviation shall not be liable for any loss or damage in respect of such cancellation or withdrawal or postponement.

## 10. No Shows

10.1 Client No Shows and Clients who have missed their confirmed flights for any reason whatsoever forfeit their tickets and are not entitled to fly again or receive a refund. A No Show fee of \$100 will be applied per No Show payable by the Client.

## 11. Maximum Client Weights

11.1 For 1 Person Bookings on Adventure or Private Flights, Individual Client Weight Must Not Exceed 109Kg, All passengers are weighed pre-flight.

11.2 For 1+ Person Bookings on Share Flights individual Client Weight must Not Exceed 100Kg, All Passengers are weighed pre-flight.

11.3 Should a Client misrepresent their weight upon booking and found to be over the allocated weight pre-flight, the Client may be prevented from boarding the aircraft by Outback Aviation Ground Staff/Pilot and their seat/flight and any monies paid for that seat/flight will be forfeited.

## 12. Minimum Client shared flight.

12.1 Shared Adventure flights can only depart with minimum number of Client numbers on board. This is due to the fare type and operational costs. If your shared flight is not full you will be contacted prior and offered other times and/or dates. There are no refunds available for shared flights postponed due to insufficient Client numbers.

## 13. Upgrades

13.1 Outback Aviation personnel may offer upgrades to Clients at its own discretion. This may include seating arrangements and extra time or larger aircraft type. If the upgrade is provided free of any extra charge to the customer, Outback Aviation reserves the right to not provide the upgrade at any stage prior to the flight and to carry the Clients as per their confirmed ticket type. This maybe because of altered seating arrangements, air traffic control directions or weight and balance of Clients determining seating or late bookings of fully paid preferential seating such as front seat guarantee. There is no refund available for upgrades provided free of charge that are not provided and in that circumstance the customers paid ticket type will be subject to Outback Aviation' normal terms and conditions.

## 14. Shared flights

14.1 Shared flights only depart when all seats (Minimum number 5) in the allocated helicopter are full. If you are booked on a share flight and the share flight is not full, your flight will be postponed. Whilst every effort will be made to

provide the journey, trip or tour offered at the time requested, Outback Aviation cannot guarantee exact times to match a customer request.

14.2 Outback Aviation explicitly does not guarantee confirmation within requested times. Reasons for this is the complexity of matching Clients together according to different flight paths, different weight and balance of the helicopters, air traffic control instructions, number of share flight requests and other reasons outside the control of Outback Aviation.

## 15. Direct bookings

15.1 Whilst every effort will be made to provide the journey, trip or tour offered at the time requested and confirmed, Outback Aviation nevertheless must retain the right to change, modify, alter or cancel any request or arrangement if they cannot be provided for any reason.

15.2 Outback Aviation accepts no liability or responsibility where delays, changes to flight departure times, cancellations, price increases or other alterations have been caused by circumstances beyond its control, including but not limited to delays, interruptions, share flight Client matching or changes due to weather conditions, technical problems with transport, industrial action, natural disasters, riots, terrorist activities, airport closures or other breakdowns in arrangements.

15.3 Outback Aviation shall not in any circumstances be held liable for and will not accept responsibility or liability for acts, omissions, defaults or failures on the part of transportation companies, hotel contractors and the like, who may provide you with services and facilities at the request of Outback Aviation. Outback Aviation in such circumstances acts only as your agent to introduce you to the companies, persons, accommodation contractors and the like who provide such services and facilities.

## 16. Gift Vouchers

16.1 Expired vouchers are non-refundable in whole or in part. After a voucher has expired, it is no longer valid, and all transaction attempts will be declined. Any

unused value at the date of expiry will become the property of Outback Aviation Pty Ltd.

16.2 Gift voucher can be purchased in Australian Dollars (AUD) only.

16.3 Gift vouchers can only be redeemed in Australian Dollars (AUD).

16.4 The Client must quote the voucher number on the gift voucher when calling and discussing the gift voucher.

16.5 The Voucher will expire at midnight on the expiry date stated on the front of the Voucher and cannot be extended.

16.6 The Client must make a booking using the Voucher on or before the expiry date.

16.7 Outback Aviation Pty Ltd disclaim any responsibility for lost or stolen Vouchers, or damaged goods or unsatisfactory service received in redemption of the Voucher.

16.8 The Client is responsible for the use and safety of the Gift Voucher. The Client is liable for all transactions using the Gift Voucher.

16.9 All Gift Vouchers are non-refundable and cannot be exchanged for cash.

16.10 All Gift Vouchers purchased prior to 01/01/21 are valid for 6 Months from the date of Purchase.

16.11 All Gift Vouchers purchased on or after 01/01/21 are valid for 6 Months from the date of Purchase.

16.12 The purchase date and validity period is clearly displayed on all Gift Vouchers (See bottom of voucher)

16.13 No shows or late arrivals more than 15 Minutes late will render the gift voucher void. This policy is in place to avoid inconveniencing other Clients on the same flight.

## 17. Child-Infant policy

Due to the limited seating capacity of this military helicopters, all Clients are required to pay the full Price. Except, where an infant is under 3 years of age, on Private Flights only one infant may travel at ½ the normal charge, If the infant is seated on a parent or guardian's lap with the supplied Infants seat restraint as supplied.

## 18. Open door policy

18.1 Outback Aviation will travel, whilst in flight, with the doors pinned back, as per the operations manual, though this procedure will only be carried out if it is deemed safe to do so by the Outback Aviation safety crew and pilot. This procedure will invoice an extra charge of \$100.00 AUD for the privilege to be paid for by the requesting group.

## 19. Illegal Acts.

19.1 Outback Aviation reserves the right to expel The Client from the tour without payments of compensation should The Client commit any illegal or dangerous act, either prior to or during the tour, or if the Client appears likely to endanger the health or safety or to impair the comfort of other Clients or crew.

19.2 Abusive, insulting language, phone calls and/or emails directed towards any staff members will result in customers forfeiting the right to participate on their confirmed flight. Outback Aviation will use its discretion in determining whether any refund is due, the Client may forfeit their ticket with no compensation.

## 20.Luggage.

20.1 Outback Aviation shall not be responsible or liable for any loss, damage or inconvenience caused in the handling of the Client's equipment, property or luggage, including as a result of negligence.

20.2 Clients are not allowed to board scenic flights with any hand luggage. This includes handbags, backpacks and other luggage. Sharp Implements, weapons

and flammable materials including matches, lighters etc. are explicitly banned from carriage. Mobile Phones, Cameras and Videos are allowed, subject to pilot's approval. In all cases Outback Aviation, it's ground staff and the Pilot in charge reserve the right to refuse carriage if they believe that the Client is in violation of luggage terms and conditions.

20.3 On Private flights other than Adventure flights, baggage allowance is 2kg per person, (carry on style) and must be strictly adhered to for safety reasons. Due to the nature of helicopter aircraft, baggage allowances can be increased where the helicopter has fewer Clients than its capacity. It is advised that Clients should use soft bags for Luggage, as some models of helicopters are unable to fit rigid suitcases.

## 21. Delivery of goods

21.1 Delivery ("Delivery") of the Goods is taken to occur at the time that and will be conducted as a "Private" flight:

(a) the Flight or series of Flights have been completed on behalf of the Client or the Client's nominated carrier

21.2 Outback Aviation may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

## 22. Legal Liability

22.1 Outback Aviation shall be exempt from all responsibility or liability in respect of any detention, delays, loss, damage, expense, accident, sickness or injury howsoever and by whomsoever caused and whatever kind occurring of or to The Client at any time, howsoever occasioned, sustained or suffered in or during any package journey, trip or tour or in carrying out of any arrangements booked by or through it. Outback Aviation shall not be responsible for any misdescription or misleading information notwithstanding from whence it came.

22.2 Outback Aviation hereby limits its liability to The Client to the maximum extent permissible by law including without limiting the generality of the foregoing the exclusion of any liability whatsoever for consequential loss or damage.

### 23. Personal Property Securities Act 2009 (“PPSA”)

23.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

23.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by Outback Aviation to the Client.

23.3 The Client undertakes to:

(a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up to date in all respects) which Outback Aviation may reasonably require to.

(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register.

(ii) register any other document required to be registered by the PPSA; or

(iii) correct a defect in a statement referred to in clause 10.3(a)(i) or 10.3(a)(ii);

(b) indemnify, and upon demand reimburse, Outback Aviation for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby.

(c) not register a financing change statement in respect of a security interest without the prior written consent of Outback Aviation.

(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favor of a third party without the prior written consent of Outback Aviation.

(e) immediately advise Outback Aviation of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

23.4 Outback Aviation and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

23.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

23.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

23.7 Unless otherwise agreed to in writing by Outback Aviation, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.

23.8 The Client must unconditionally ratify any actions taken by Outback Aviation under clauses 10.3 to 10.5.

23.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

#### 24. Security and Charge

24.1 In consideration of Outback Aviation agreeing to supply the Goods, the Client charges all its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

24.2 The Client indemnifies Outback Aviation from and against all Outback Aviation' costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Outback Aviation' rights under this clause.

24.3 The Client irrevocably appoints Outback Aviation and each director of Outback Aviation as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any document on the Client's behalf.

### 25. Privacy Act 1988

25.1 The Client agrees for Outback Aviation to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by Outback Aviation.

25.2 The Client agrees that Outback Aviation may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:

(a) to assess an application by the Client; and/or

(b) to notify other credit providers of a default by the Client; and/or

(c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or

(d) to assess the creditworthiness of the Client.

The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.

25.3 The Client consents to Outback Aviation being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

25.4 The Client agrees that personal credit information provided may be used and retained by Outback Aviation for the following purposes (and for other purposes

as shall be agreed between the Client and Outback Aviation or required by law from time to time):

- (a) the provision of Goods; and/or
- (b) the marketing of Goods by Outback Aviation, its agents or distributors; and/or
- (c) analyzing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
- (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods.

25.5 Outback Aviation may give information about the Client to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Client.
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

25.6 The information given to the credit reporting agency may include:

- (a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's license number);
- (b) details concerning the Client's application for credit or commercial credit and the amount requested.
- (c) advice that Outback Aviation is a current credit provider to the Client.
- (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started.
- (e) that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed.

(f) information that, in the opinion of Outback Aviation, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations).

(g) advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonored more than once.

(h) that credit provided to the Client by Outback Aviation has been paid or otherwise discharged.

## 26. Customer feedback and Complaints

26.1 Outback Aviation does not discuss feedback or complaints over the phone.

26.2 All complaints and enquiries should be directed to point of sale, (where you purchased the ticket from). For direct bookings only, all Client enquiries, with regards to No Shows, Clients who have missed their flights or any other post flight enquiry or complaint must be emailed in writing to [info@outbackaviation.com](mailto:info@outbackaviation.com). Phone feedback or complaints will be referred to the email address. All customer feedback and complaints emailed will receive an auto responder to our published terms and conditions and a written reply within 72 hrs.

## 27. Aircraft

Outback Aviation reserves the right to substitute aircraft without notice.

## 28. General

28.1 The failure by Outback Aviation to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Outback Aviation's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality, and enforceability of the remaining provisions shall not be affected, prejudiced, or impaired.

28.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Western Australia in which Outback Aviation has its principal place of business and are subject to the authority of the courts in Western Australia

28.3 Subject to clause 12, Outback Aviation shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Outback Aviation of these terms and conditions (alternatively Outback Aviation's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).

28.4 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Outback Aviation nor to withhold payment of any invoice because part of that invoice is in dispute.

28.5 Outback Aviation may license or sub-contract all or any part of its rights and obligations without the Client's consent.

28.6 The Client agrees that Outback Aviation may amend these terms and conditions at any time. If Outback Aviation makes a change to these terms and conditions, then that change will take effect from the date on which Outback Aviation notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for Outback Aviation to provide Goods to the Client.

28.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, or other event beyond the reasonable control of either party.

28.8 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorizations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

## LEGAL NOTICE

1. The content of this web site has been prepared to provide general information about Outback Aviation Pty Ltd and its services.
2. All rights, including, without limitation, copyright and/or other intellectual property rights contained within this web site belongs to Outback Aviation Pty Ltd. Neither the names, logos nor any other proprietary rights of Outback Aviation Pty Ltd may be used in any way without the prior written consent of the relevant member and nothing in this web site constitutes a license to use any rights in any way except as expressly provided as at clause 3
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4. Without our written consent you may not copy, distribute, broadcast, alter or tamper with in any way or otherwise use any material contained in the web site except as set out in Clause 3. These restrictions apply in relation to all or part of the material on the web site.

5. Without our written consent you may not remove any copyright, trademark or other intellectual property notices contained in the original material from any material copied or printed off from the web site.
6. Outback Aviation Pty Ltd, reserves the right to change these specific terms and conditions and Outback Aviation Pty Ltd reserves the right to change any material, products or services and applicable terms and conditions to such products or services contained within this web site at any time without notice.
7. You agree that: access to the web site; use of information contained within this web site; or access to hypertext links through this web site is to be used at your own risk as no representations or warranties of any kind whether express or implied are made and are hereby excluded to the extent permissible by law. No member within Outback Aviation Pty Ltd shall be liable for any loss or damage, howsoever arising out of or in connection with the use of the web site, including without limitation, direct or indirect loss, consequential loss or damage or loss of profit, loss arising from use or loss of use, loss arising from any errors or omissions in the information contained in or referred to in this web site and whether for breach of contract, in negligence, delict or tort.
8. If any of these provisions should be determined unlawful, invalid, or otherwise unenforceable by reason of law then, to the extent and within the jurisdiction which that provision is found to be unlawful, invalid, or unenforceable, then that provision shall be deleted and shall not affect the validity and enforceability of the remaining provisions which shall continue to be binding and in force.
9. These specific terms and conditions and any dispute arising herein shall be governed by and construed in accordance with the laws of Australia and subject to the exclusive jurisdiction of the Australian Courts.
10. Outback Aviation Pty Ltd, Registered office: As per the ASIC website.
11. The client is to make themselves aware of the Civil Aviation Safety Authorities rules pertaining to "Private operations CAR 2(7)(D)"
12. The client is to make themselves aware of the Civil Aviation Safety Authorities rules pertaining to CIVIL AVIATION REGULATIONS 1988 - REG 206 (1A)

13. The client is to make themselves aware of the Civil Aviation Safety Authorities rules pertaining to and visit the CASR Part 132 - Limited category aircraft section.