



LĀNA‘I AIR

Terms and Conditions



**All transportation of passengers and baggage for Lāna'i Air (operated by WESTERN AIRCRAFT, Inc. hereinafter "WESTERN") is subject to the following Terms and Conditions.** By purchasing a ticket for on-demand charter air transportation, or by accepting transportation, the passenger agrees to be bound thereby.

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## Rule 1. Applicable Law

These terms of transportation shall be interpreted and enforced in any court of competent jurisdiction, including a court within the jurisdiction of the passenger's residence in the United States (if WESTERN does business in that jurisdiction).

## Rule 2. Reservations Confirmation; Fare Rules; Disclosures

- A. A charter reservation for space on a given flight of WESTERN is valid when the availability and allocation of such space is confirmed by WESTERN or an authorized agent of Lānaʻi Air. Subject to payment or other satisfactory credit arrangements, a validated ticket will be issued by WESTERN or the authorized agent of WESTERN indicating such confirmed reserved space.
- B. When a reservation is cancelled 72 hours prior to departure there shall be no cancellation fee and ticket/charter is fully refundable.
- C. **For tickets purchased prior to July 10, 2018** - When a reservation is cancelled within 72 hours of departure, Customer shall pay a cancellation fee of fifty percent (50%) of the ticket/charter. If a reservation is not cancelled prior to departure, Customer shall pay a cancellation fee of one hundred percent (100%) of the ticket/charter.
- D. **For tickets purchased on or after July 10, 2018** – If a reservation is not cancelled more than 72 hours prior to departure, Customer shall pay a cancellation fee of one hundred percent (100%) of the ticket/charter.
- E. Personal Data. The customer recognizes that personal data has been given to WESTERN for the purposes of making a reservation for carriage, obtaining ancillary services, and making available such data to government agencies. For these purposes, the passenger authorizes carrier to retain such data and to transmit it to its own offices, other carriers, or the providers of such services, in whatever country they may be located.

## Rule 3. Cancellation of Reservations

WESTERN has the right to cancel reservations of any passenger whenever such action is necessary to comply with any governmental regulation, upon any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond WESTERN's control, including Force Majeure events.

## Rule 4. Tickets and Ticket Validity

- A. WESTERN is a paperless ticket charter airline. Reference(s) to a 'ticket' can also include an electronic document that may reside solely in the WESTERN reservation system.
- B. WESTERN will not be obligated to carry any passenger until the passenger has paid the applicable fare or has complied with credit arrangements established by WESTERN. Only at that time will a ticket be issued.
- C. No person will be entitled to transportation except upon presentation of a valid ticket.
- D. Tickets are not transferable unless otherwise stated on the ticket at the time it was issued. WESTERN is not liable to the owner of a ticket for honoring or refunding such ticket when presented by another person. If a ticket is in fact used by an unauthorized person with or without the knowledge or consent of the person to whom the ticket was issued, WESTERN will not be liable

for the destruction, damage, or delay of such unauthorized person's baggage or other personal property, or for the death or injury of such unauthorized person arising from or in connection with such unauthorized use. As used herein, "unauthorized person" means any person other than the person to whom the ticket is issued and who is entitled to be transported or a refund in accordance with the rules in these Terms and Conditions.

- E. A ticket will be valid only for flight(s) for which reservation(s) have been made and only between the points named on the ticket or applicable flight coupons.

## Rule 5. Baggage Policy

- A. Lānaʻi Air operated by WESTERN does not charge baggage fees.
- B. All baggage including carry-on baggage shall be transported in the onboard baggage compartment. Space is limited: we encourage a modest size and weight for all checked baggage. Each customer is allowed two (2) checked bags no more than 62 linear inches (length + width + height) and weigh no more than 50 pounds each. If we are unable to accommodate the baggage needs of all passengers on a single flight, remaining bags will be transported on the next available flight.
- C. Restricted Articles:
  - 1. WESTERN is a will-not-carry hazardous materials (hazmat) certificate holder. No dangerous goods or hazardous materials will be transported on any WESTERN flight unless specifically exempted in compliance with 49 CFR 175.10.
  - 2. Reference to <https://www.faa.gov/hazmat/packsafe/> is recommended before travel for familiarization with restricted articles.
  - 3. WESTERN will not accept wet ice or items containing wet ice in checked baggage.
  - 4. WESTERN will not accept the transport of hoverboards, or any item resembling battery operated (particularly lithium powered) skateboards.
- D. Dry Ice:
  - 1. Quantity limit: 2.5 kg (5.5 lbs.) per person when used to pack perishables (hazardous materials are not accepted).
  - 2. Packages must NOT be airtight and must allow the release of carbon dioxide gas and must be marked "DRY ICE" or "CARBON DIOXIDE, SOLID," and marked with the net weight of dry ice or an indication the net weight is 2.5 kg (5.5 pounds) or less.
  - 3. You must let the pilot know you are carrying dry ice.
- E. Sports Equipment:

Sports equipment such as boogie boards, bicycles, golf equipment, and archery bow cases will be accepted as checked baggage by WESTERN subject to the following conditions:

  - 1. Boogie Boards (also, known as "bodyboards") must be made of polypropylene or similar lightweight materials and must weigh 10 lbs. or less.
  - 2. Bicycles will only be accepted if the bicycle does not exceed the maximum width of 30 inches and can fit within the interior confines of the cargo area. The front tire and handlebars must be dismantled from the bicycle. WESTERN is not liable for damage to bicycles.
  - 3. Golf equipment should be appropriately covered (e.g., zipped and/or locked in a golf bag carrying case). WESTERN is not liable for damage to golf equipment.
  - 4. Archery Bow Case containing bow(s), quiver of arrows and maintenance kit is accepted but may not exceed 50 inches in length.
- F. Surf Equipment:

Surf equipment such as surfboard, wakeboard, wave ski, kite board, or standup board will not be accepted for transport due to aircraft structural limitations.

G. Firearms and Ammunition:

Acceptance of firearms and ammunition is at the sole discretion of WESTERN and in compliance with applicable laws and regulations.

1. Loaded firearms are forbidden except for officials or employees of a municipality or a State, or of the United States, who are authorized to carry arms.
2. Advance arrangements are required.
3. Firearms will be accepted only from a customer who is at least 18 years of age.
4. WESTERN shall require all firearms are unloaded as a condition of transportation and shall fit each firearm with a trigger lock supplied by WESTERN before being permitted onboard. Each lock shall remain secured to its firearm until offloaded from the aircraft.
5. A reasonable amount of ammunition in checked baggage for personal use is permitted, not to exceed 11 pounds (5 kg) per passenger.
6. Ammunition must be securely packed in boxes or other devices specifically designed to carry small amounts of ammunition. Ammunition clips and magazines must also be securely boxed so no ammunition is loose or exposed.

H. Limitations of Liability for Baggage:

1. Liability for the loss of, damage to a passenger's personal property, including Baggage, when such personal property of baggage has been checked, is limited to USD \$3,500 per ticketed passenger. Passenger will be responsible for documenting and proving the actual value of the loss. WESTERN shall not be liable for any consequential damages arising from the loss of or damage to baggage.
2. WESTERN assumes no responsibility or liability for personal items that are carried on board by the passenger.
3. In the case of lost or damaged baggage, a preliminary notice of claim must be submitted to WESTERN by the passenger within four (4) hours after arrival of the flight on which the baggage was or was expected to be transported. In the event of failure to give such preliminary notice of claim (absent extraordinary circumstances to be determined at WESTERN's discretion), no claim or action shall lie against WESTERN.

I. Exclusions from Baggage Liability:

1. Notwithstanding the foregoing limitations, WESTERN shall not be liable for the loss of or damage to any fragile or perishable items, nor for loss of or damage to the following:
  - a. Antiques, artifacts, heirlooms, collectibles, religious items and artifacts
  - b. Frozen or preserved food and related items
  - c. Backpacks not designed for travel, sleeping bags and knapsacks made of plastic, vinyl, or other easily torn material with aluminum frames, outside pockets or with protruding straps and buckles
  - d. Business equipment and business samples
  - e. Electronic media of any kind, (e.g., CDs, DVDs, etc.)
  - f. Chinaware, glass, ceramics, pottery
  - g. Computer hardware/software and electronic components/equipment
  - h. Items checked in sacks or paper/plastic bags that do not have sufficient durability, do not have secure closures, or do not provide sufficient protection to the

contents

- i. Items checked in corrugated/cardboard boxes, including cardboard boxes provided by WESTERN, except for items that otherwise would be suitable for transportation without the cardboard box (e.g., bicycle, garment bag)
  - j. Electronic and mechanical items, including cell phones, electronic games, and other related items
  - k. Eyeglasses, binoculars, prescription sunglasses and non-prescription sunglasses and all other eye wear and eye/vision devices
  - l. Garment bags not designed for travel
  - m. Irreplaceable items
  - n. Items made of paper (e.g., advertising displays, blueprints, maps, manuscripts, business/personal documents, historical documents, photos, books, negotiable papers, securities, etc.)
  - o. Jewelry
  - p. Keys
  - q. Liquids, perfumes, liquor, jerkins
  - r. Medicines, medical equipment
  - s. Money, gift cards and gift certificates
  - t. Natural fur products
  - u. Perishable items such as food, seafood, tobacco and related items
  - v. Photographic/cinematographic/audio/video equipment, cameras and related items
  - w. Precious metals/stones
  - x. Firearms and ammunition
  - y. Sports equipment
  - z. Tools, battery powered hand tools, toolboxes/containers
  - aa. Totally unprotected items such as tennis racquets and umbrellas, either individually checked or tied/strapped to the outside of luggage
  - bb. Silverware, knives, swords Watches (timepieces)
  - cc. Works of art such as paintings or sculptures; or
  - dd. Any other similar valuable property or irreplaceable property included in the passenger's checked or carry-on baggage with or without the knowledge of WESTERN.
2. WESTERN shall not be liable for damage caused by a customer's property, whether such damage is to the customer's own property or to other's property.
  3. WESTERN shall not be responsible for damaged baggage that is received in such condition by another carrier when transferring to WESTERN.
  4. WESTERN shall not be liable for damage to musical instruments.
  5. WESTERN shall not be liable for damage to strollers.
  6. WESTERN shall not be liable for damage to checked baggage which does not impair the ability of such baggage to function and specifically shall not be liable for damage arising from the normal wear and tear of handling, including minor cuts, scratches, scuffs, dents, punctures, marks or soil.
  7. WESTERN shall not be liable for loss of or damage due to normal wear and tear affecting protruding parts such as wheels or feet, external pockets, pull handles, hanger hooks,

- external locks, pull straps and security straps, unless WESTERN determines the damage directly impairs the basic functionality of the baggage. All claims will be handled with careful and proper investigation. WESTERN shall not be liable for loss of or damage to articles due to a manufacturer's defect or due to overpacked or overweight baggage.
8. WESTERN shall not be liable for loss of or damage to articles due to a manufacturer's defect or due to overpacked baggage.
  9. WESTERN shall not be liable for loss of or damage to articles which are strapped, fastened or otherwise secured to other checked baggage and which are not independently tagged and/or packaged. Such items include, but are not limited to, sleeping bags, luggage racks, luggage carriers and umbrellas.
  10. WESTERN shall not be liable for damage caused by improperly packed checked baggage.

## Rule 6. Acceptance of Children, Minors, and Infants

These are the general rules for acceptance of travelers under the age of 18:

- A. WESTERN does not accept infants in incubation or infants under 7 days old.
- B. Infants, children, and minors will be considered "accompanied" when they are traveling with at least one parent or legal guardian traveling on the same flight(s).
- C. Passengers under the age of 11 are deemed accompanied and will be accepted for transportation when traveling with a companion passenger who is at least 15 years of age. WESTERN reserves the right to require a birth certificate (copy) as proof of age.
- D. Children who have reached their second birthday on the day of travel are required to occupy a seat purchased with a separate ticket as required by Federal Aviation Administration regulations.
- E. During takeoff, landing, and movement on the surface, a child under the age of two may be held in an adult's lap or be placed in a regular passenger seat and use a standard seatbelt.
- F. Children who have not reached their second birthday (at time of travel), accompanied by an adult fare paying passenger, and not occupying a separate seat, travel free of charge. Such a child is a "lap child" and must be carried in a parent's or legal guardian's lap during the entire flight and must be listed on the reservation. A maximum of one child is permitted for each fare-paying adult. WESTERN reserves the right to require a birth certificate (copy) as proof of age for any lap child; otherwise, the applicable fare may be charged.
- G. Child seats approved for use in motor vehicles / aircraft under the standards of the United Nations (U.N.); or approved under the standards of another government are generally acceptable, including:
  1. "This child restraint system conforms to all applicable Federal motor vehicle safety standards;" and (ii) "THIS RESTRAINT IS CERTIFIED FOR USE IN MOTOR VEHICLES AND AIRCRAFT," in red lettering; or
  2. Is FAA approved and be clearly marked with the original NHTSA (National Highway Traffic Safety Administration) label; and
  3. Must be used in unoccupied forward-facing aircraft seat and cannot be held in an adult's lap; and
  4. Must remain properly secured to an aircraft seat at all times.

## Rule 7. Nondiscrimination on the Basis of Disability in Air Travel — Service Animals, Emotional Support Animals, and Pets

WESTERN permits a service animal or emotional support animal to accompany a qualified individual with a disability free of charge.

#### A. General Information

1. The U.S. Dept. of Transportation advises that, under the Air Carrier Access Act (ACAA), a service animal is any animal that (1) is individually trained or able to provide assistance to a qualified individual with a disability, or (2) an animal that assists persons with disabilities by providing emotional support. Documentation may be required from passengers with emotional support or psychiatric service animals.
2. Notwithstanding the goals of the ACAA and WESTERN's desire to accommodate everyone possible, safety is still the number one concern and it may not be possible to accommodate all animals even with proper service animal documentation due to cabin limitations of the aircraft.
3. WESTERN will not be liable for illness or injury to an animal or death of an animal when the animal has been handled by WESTERN with ordinary standards of safety and care or when WESTERN has acted in the interest of the entire flight such as in an emergency or a force majeure event.
4. WESTERN will accommodate one service animal per passenger. In cases where a service animal is denied, the reason for the denial will be provided to the passenger in writing within 10 calendar days of the date of denial.
5. WESTERN reserves the right to deny boarding to unusual or exotic animals or animals we deem unsafe or not fit to fly. The pilot in command has final authority.
6. Unless required by the HDOA (Hawaii Dept. of Agriculture), no veterinarian health certification is required for animals traveling on WESTERN flights.
7. Neither animal's owner or animal may in any way block access to emergency egress doors of the aircraft.
8. Due to limitations of size and manufacture of the aircraft, there are limits to the size of any animal transported on WESTERN. Animals must be able to fit on the floor or on the passenger's lap without being in the aisle. The animal cannot interfere with the operation of the passenger's seat belt. They can in no way impede egress from the aircraft in the event of emergency.
9. WESTERN will not be liable for loss or expense due to the passenger's failure to comply with the provisions of this rule, including, without limitation, if any animal is refused passage into or through any state or country.
10. The passenger assumes full responsibility for the safety, well-being, and conduct of its animal, including the interaction of the animal with other passengers who may come in contact with the animal while onboard the aircraft, and for compliance with all governmental requirements, regulations, or restrictions, including entry permits and required health certificates of the country, state, or territory from/or to which the animal is being transported.

B. Non-Service Animals (Pets) are not allowed on any WESTERN flight.

## Rule 8. Passengers Requiring Assistance

- A. It is the policy of WESTERN to provide equal opportunity for all would-be travelers. Accordingly, WESTERN will not refuse to provide transportation to a disabled individual, who may be transported in accordance with the company's FAA-approved operating procedures, on the basis of his or her disability provided that he or she is able ascend and descend stairs without the use of

a lift device. WESTERN may refuse to provide transportation to any customer whose carriage may impair the safety of the flight in accordance with the provisions of this contract, and may refuse to provide transportation to any customer whose carriage would violate federal regulations (including FAA and TSA regulations) or the WESTERN's company's FAA-issued operating manuals. In exercising this authority, however, our personnel will not discriminate against any disabled individual solely on the basis of the disability.

- B. For your safety, to travel in our Pilatus PC-12 aircraft, customers must be able to ascend and descend several steps to board the aircraft without the use of a lift device. WESTERN's aircraft will hold only 8 passengers, and therefore WESTERN is not required to provide enplaning or deplaning lift devices. Please refer to the Air Carrier Access Act, section 382.97 for more details.
- C. Customers who, because of age, mental or physical condition, disability or impairment, that requires individual attention or consideration to enplane or deplane an aircraft or to manage oneself during the flight in normal operations or emergency conditions, will be afforded a reasonable amount of assistance by WESTERN employees. This assistance will be in a dignified, safe, professional and courteous manner and at all times. WESTERN will consult with the customer about any assistance and special plans arranged on the customer's behalf. WESTERN will extend this assistance to all qualified individuals with a disability as this legal term is more broadly defined to protect all those who may otherwise suffer from discriminatory practices. We do, however, ask that if any assistance is needed, that it be communicated at the time the reservation is made, so that staff can document your reservation and be prepared for your arrival at the airport.

## Rule 9. Special Services

- A. It is the policy of WESTERN to provide equal opportunity for all would-be travelers. Accordingly, WESTERN will not refuse transportation to a qualified individual with a disability who may otherwise be transported in accordance with the company's FAA approved or accepted operating procedures on the basis of that disability provided that person is able ascend and descend stairs without the use of any lift device.
- B. WESTERN may refuse to provide transportation to any customer whose carriage may impair the safety of the flight in accordance with the provisions of these Terms and Conditions and may refuse to provide transportation to any customer whose carriage would violate federal regulations or WESTERN's FAA approved or accepted operating procedures. In exercising this authority, however, there shall be no discrimination against any individual solely on the basis of disability.
- C. WESTERN does not, and is not required to, provide a lift device for enplaning or deplaning; therefore, for passenger safety and to travel on WESTERN Pilatus PC-12 aircraft, each passenger must be capable of ascending and descending several steps without the use of such a device.
- D. Customers who, because of age, mental, or physical condition, disability or impairment, require individual attention or consideration to enplane or deplane an aircraft or to manage themselves during the flight in normal operations or emergency conditions will be afforded a reasonable amount of assistance by WESTERN employees in a dignified, safe, and courteous manner. WESTERN will consult with the customer about any assistance and special plans arranged on the customer's behalf. WESTERN will extend this assistance to all qualified individuals with a disability as this legal term is more broadly defined to protect those who may otherwise suffer from discriminatory practices. We do, however, ask that if any assistance is needed it be communicated at the time the reservation is made to provide for adequate preparation by our staff.
- E. WESTERN may require a passenger with a disability to travel with a safety assistant as a condition of being provided air transportation in accordance with 14 CFR Part 382 "Nondiscrimination on the Basis of Disability in Air Travel." When determined necessary contrary to the passenger's self-



assessment, there will be no charge for the safety assistant; however, if a passenger voluntarily chooses to travel with a personal care attendant or safety assistant that WESTERN does not require, WESTERN may charge for the transportation of that person.

## Rule 10. Medical Services

- A. Oxygen Service. Compressed oxygen is prohibited on any WESTERN flight.
- B. Customer provided Portable Oxygen Concentrator (POC) may be transported as checked baggage only. Use of POCs during flight is not allowed.
- C. Medical Transport Services. WESTERN does not provide transportation to passengers who must travel in/on a stretcher or infants who must travel in incubators or Infant Transport Systems.

## Rule 11. Refusal to Transport

WESTERN shall have the right to refuse to transport or shall have the right to remove from the aircraft at any point, any passenger for the following reasons:

- A. Breach of Terms and Conditions – Failure by passenger to comply with the Terms and Conditions herein.
- B. Government request or regulations – Whenever such action is necessary to comply with any government regulation, security directive, or any governmental request for emergency transportation in connection with the national defense.
- C. Force majeure and other conditions – Whenever such action is necessary or advisable by reason of weather or other conditions beyond WESTERN’s control including, but not limited to, acts of God, force majeure, strikes, civil commotions, earthquakes, volcanic activity, embargoes, wars, hostilities, terrorist activities, or disturbances, whether actual, threatened, or reported.
- D. Search of passenger or property – Whenever a Passenger refuses to submit to electronic surveillance or to permit search of his/her person or property.
- E. Proof of Identity – Whenever a passenger refuses to produce identification satisfactory to WESTERN or who presents a ticket to board and whose identification does not match the name on the ticket.
- F. Failure to pay – Whenever a passenger has not paid the appropriate fare for a ticket required for travel.
- G. Safety –Whenever refusal or removal of a passenger may be necessary for the safety of such passenger or other passengers or members of the crew, including, but not limited to:
  - 1. Persons whose conduct is disorderly, offensive, abusive, or violent;
  - 2. Persons who fail to comply with or interfere with the duties of the members of the flight crew, federal regulations, or security directives;
  - 3. Persons who assault any employee of WESTERN, including the gate agents and flight crew, or any WESTERN passenger;
  - 4. Persons who are shirtless, barefoot, or not properly clothed or have strong and offensive body odor offending or disrupting other WESTERN guests as solely determined by WESTERN, its representatives, and/or any government authority or representative and/or any law enforcement representative, agent or authority;
  - 5. Persons who are unable to sit in a single seat with the seat belt properly secured;
  - 6. Persons who appear to be intoxicated or under the influence of drugs, unless the appearance of such condition is solely due to the person being a qualified individual with a disability.
  - 7. Persons who wear or have on or about their person concealed or unconcealed deadly or dangerous weapons (other than officials or employees of a municipality or a State, or of

- the United States, who are authorized to carry arms);
8. Persons who are manacled;
  9. Persons who have resisted or may reasonably be believed to be capable of resisting custodial supervision;
  10. Pregnant passengers expecting delivery within seven days, unless such passenger provides a doctor's certificate dated no more than 72 hours prior to departure stating that the doctor has examined and found the passenger to be physically fit for air travel to and from the destination requested on the date of the flight and that the estimated date of delivery is after the date of the last flight;
  11. Persons with a communicable disease or infection known or reasonably believed by WESTERN to pose a direct threat to the health or safety of others in the course of a flight. If a qualified individual with a disability with such communicable disease or infection presents a medical certificate dated within ten (10) days of the date of the flight for which it is being presented to WESTERN with specific conditions under which such person can travel and not pose a direct threat to the health and safety of other persons, transportation will be provided to such individual unless it is not feasible for WESTERN to implement the conditions set forth in the medical certificate as necessary to prevent the transmission of the disease or infection to other persons in the normal course of flight;
  12. Persons who cannot assist with their own evacuation during an emergency.
  13. Prescribed medical marijuana is prohibited for transportation on all WESTERN flights.

## Rule 12. Smoking Policy.

- A. Smoking of any kind is not permitted on any WESTERN flight, including the use of all simulated smoking and vaping devices, (e.g., electronic cigarettes).
- B. All battery powered electronic cigarettes and vaping devices must be kept with the passenger and not in checked baggage.

## Rule 13. Privacy Notice

- A. WESTERN is committed to protecting the privacy of its customers in compliance with all relevant data protection laws. Please be advised that when you book or purchase a WESTERN ticket for transportation or if you participate in WESTERN programs or services, personal data is collected, used, processed and transferred for the following business purposes: making a reservation; purchasing a ticket; purchasing cargo services; participating in services; obtaining ancillary services, including accommodating special service requests; accounting, billing and auditing; checking credit or other payment mechanisms; systems testing, maintenance and development; customer relations; sales and marketing; promotions for goods and services and third party's goods and services; statistical analysis; developing and tailoring current and future services; facilitating travel, complying with applicable laws; providing data to third parties or governmental agencies to comply with, or assist in the development of, security or safety measures for passengers, baggage or cargo, or to provide for the prevention or detection of imminent criminal acts or the apprehension or prosecution of offenders; protecting the legal rights of WESTERN.
- B. Upon booking a ticket for transportation or purchasing other services, you authorize WESTERN and its affiliates and authorized agents to (1) collect, process, retain and use, and (2) transfer to third parties, including other carriers and government agencies, for their use, processing and retention, such personal data as WESTERN deems necessary to carry out the above-mentioned business purposes.