

TERMS & CONDITIONS 2024/2025

General:

All conveyance services provided by the air carrier are rendered subject to commercial air taxi transportation regulations.

Limitation of Liability:

Liability limitations for commercial air traffic are regulated through the Warsaw Convention meaning the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, 12th October 1929 or that Convention as amended at The Hague, 28th September 1955, whichever may be applicable. The liability limitations of the air carrier stated there under for personal injury or damage of baggage are binding. Separate agreements are applicable accordingly (for example the U.S.A.). With regard to the carriage of freight these regulations are applicable in as much as the air carrier is not the freight carrier of the transported cargo. Therefore, all and every liability is explicitly excluded for the amount and value of cargo it being only insured subject to the rules and limitations relating to liability established by the Warsaw Convention. <https://www.iata.org/en/publications/dgr/>

Implementation of Flight:

The air carrier undertakes to implement flight contracts according to pertinent air traffic regulations. This obligation is not applicable if the contracted flight or parts of the contracted flight are not in accordance with legal and/or air traffic control regulations e.g. non-acceptance of entry application or if other safety factors e.g. weather, bomb threats etc. do not permit the flight or parts of the flight to be implemented. Should it come to pass that a flight can only be implemented partially only the actually performed part will be invoiced.

Landings at Alternate Airports:

Should the air carrier be forced to deviate from the originally contracted flight route due to weather or other reasons and be forced to land at another than the planned airport, the air carrier will not assume responsibility for the costs incurred to transport the passengers to the original destination. The same applies to return flights. Should the requirement for such an alternate landing become obvious before take-off the carrier is obliged to inform the charter customer immediately. In such case the charter customer has the right to cancel the flight without any reciprocal charges for compensation.

Pricing and Payment:

This price is subject to availability, Slots, Traffic Rights and Schedule.

Special Handling Fees, De-Icing Fees, PPR, VIP lounge, airport peak charges, airport extension fees and airport parking costs and all other Extra Costs are not included in the price.

All invoices by the air carrier are to be covered by a Credit card reservation after booking and have to be paid in full 7 days in advance before take-off.

Payment has to be received on the Atlantic Air Solutions SL account by wire transfer. Credit Card payment incurs 2% fees for Visa/Mastercard and 4% for Amex.

Cancellation:

- a) Cancellation after booking and up to 72 hours before scheduled flight 25% of the total charter price.
- b) Cancellation less than 72 hours before scheduled flight 50% of the total charter price.
- c) Cancellation less than 48 hours before scheduled flight 75% of the total charter price.
- d) Cancellation less than 24 hours before scheduled flight 100% of the total charter price.

Technical Failure:

Should the agreed aircraft type not be available due to technical or other reasons the air carrier is entitled to provide a substitute aircraft. However, the standard of the substitute aircraft should be equal to the originally stipulated aircraft

Charter to Third Parties:

In case the charter customer intends to sell seating capacity to third parties the charter customer is legally obliged to inform the air carrier due to the possible necessity of obtaining air traffic permissions. A legally binding contract is entered into only between the air carrier and the charter customer and not between the air carrier and the subcharter partner.

Place of performance and Domicile is Spain:

Any disputes arising hereunder will be settled before a competent Madrid court of law. Spanish law is agreed.

Times and scheduling:

To ensure punctuality, catering and services offered, and to avoid any issues due to crew duty limitations and resting times, the schedule must be complied, offering a courtesy window between +/-2 hours from the requested time. Further delays/modifications are subjected to possible surcharges.

INCLUDED:

- Special Handling Fees
- Airport parking costs
- Standard catering (sandwiches or breakfast C open bar)
- Italian Lux Tax (any additional pax will be charged at the amount of 100€ per passenger, per leg, or 200€ for flights over 800NM according to Italian Luxury Tax regulations)

NOT INCLUDED:

- De-Icing Fees - Anti-/Deicing Waive
- Airport peak charges (not applicable according to itinerary)
- Airport extension fees (not applicable according to itinerary)
- Other Extra Costs
- Vip catering (Champagne, Wine, other specific items outside of standard catering)
- Fuel Stop
- Any damage or required cleaning of the cabin

For flights from/to the UK:

- The passengers have to travel with the same valid documentation provided to the operator.
- Final passenger list must be sent maximum 2h30min before departure time.

For flights involving the UK passengers can be removed from the pax list with less than 2h30min warning, but they cannot be added.

In case of non-compliance the operator reserves the right to leave on-ground the passengers that don't comply with the aforementioned requirements.

Transportation of Russian Citizens:

As a consequence of the current sanctions that are being applied to Russia, we cannot transport passengers included on the sanction list.

Additional Clause:

Client has been advised and agrees that the flight is subject to airports slots and parking.

Maximum luggage allowance*:

- CJ4 (270kgs / 600lbs):
 - 9 big suitcases or
 - 8 big & 2 small suitcases; or
 - 8 big & 1 medium suitcases; or
 - 6 big & 2 medium & 2 small suitcases
- CJ2+ (270 kgs / 600lbs):
 - 7 big suitcases; or
 - 6 big & 1 medium suitcases; or
 - 6 big & 2 small suitcases; or
 - 5 big & 2 medium & 1 small suitcases
- CJ1, CJ1+, M2 (148kgs / 325lbs):
 - 4 big suitcases; or
 - 6 medium suitcases

**Or equivalent, in case of doubt please check with us.*

**Luggage allowance is subject to crew approval to ensure flight safety.*