

## Ionian Air (Sail Ionian) Flight Terms and conditions

### Your Financial protection

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

Ionian Air, however, does not operate the flight. The flight will be operated by the airline and your carriage on the flight will be subject to the airline's conditions of carriage (available on request) and also to any applicable international conventions. Your contract for flights is with Ionian Air who hold Air Travel Organisers Licence (ATOL) number 6641 and are fully bonded by the British Civil Aviation Authority, or with a flight agent who is also fully bonded by the CAA. In the event your flight is with a flight agent his bond number will be quoted on your confirmation invoice.

Nothing in this contract will relieve us from the responsibility for misrepresentation and our contractual duty to exercise diligence in making arrangements for you and from the consequential losses resulting from such duty. Where we have complied with our responsibilities we will accept no liability in respect of death or physical injury, loss or damage to personal belongings unless resulting from negligence as defined in the Unfair Contract Terms Act 1977.

A **deposit** is normally required to secure a booking; you will be notified of this at time of booking). The balance of the fare is normally due 8 weeks before departure. A booking will be confirmed only after the deposit has been received (or full amount for bookings made within 8 weeks of departure) and a written confirmation issued by Ionian Air. All charter flight tickets are sold on a strictly non-refundable basis. They are valid only for the flights and dates shown and are not transferable. If your flight is arranged directly with Ionian Air, all correspondence will be sent directly to you. Ionian Air reserves the right to refuse to accept a booking at its discretion.

Should a client cancel a booking we are entitled to claim all our expenses from the client. In cases where an amendment is possible this will be made upon payment of the fee charged by the relevant principal plus a nominal service charge.

Travel documentation is issued and travel arrangements made subject to carriers' and other principals applicable conditions. If we should be forced to cancel or withdraw any booking for any reason our liability should cease after full restoration of all monies paid has been made to our clients.

We are not liable for any **delays** to the departure or arrival time of your flight (or loss of your baggage), which some times occur for reasons beyond our control. Where appropriate, refreshments, meals or accommodation may be provided. This will be the responsibility of the airline, not ours. Subject to the airline's conditions of carriage and/or the applicable international conventions, you may be entitled to compensation from the airline itself for such delay. Your insurance policy may provide protection against delays.

All clients must be in possession of valid **passports**. In the event that passengers are refused permission to fly due to incorrect documentation no liability is accepted by Ionian Air and no refunds can be made. We will inform clients at least 30 days prior to departure of any fuel or currency fluctuations which result in a surcharge being levied by the principal involved. Whilst we cannot be responsible for any market fluctuations we undertake to pass them on at the net rate specified by the principal.

The minimum **check in** time is 2 hours. Should anyone check in less than 90 minutes before the ticketed departure time, admission to the flight is likely to be refused. Should anyone be refused admission to the flight or to the destination country by the airline or government authority, then we are powerless to assist and cannot be held responsible. In all such cases we will not be liable for any costs or damages involved.

**Payment** The final balance is due by the date shown on your confirmation and no reminders will be sent. Payment can be made by cheque, or bank transfer. If you fail to make a payment when due in accordance with these terms, we will notify you in writing that the payment must be made within 7 days. If after that 7 day period we have not received the payment due we will treat this as a cancellation by you.

We make the following charges to compensate us for the expected loss and expense, which we will incur as a result of your cancellation, as we start to incur costs from the moment you make your booking. The following charges apply:

Period before departure date that written Instruction is received:

Cancellation charges: 56 or more days – Deposit :55 - 28 days - 60% of total flight cost : 27- 0 days - 100% of flight cost

**Tickets** will normally be sent 10-14 days before departure, or for late bookings they will be issued at the airport (An additional charge may be made for this service). Most airlines require you to have tickets before you can travel. You will have been advised separately if this is not the case.

**Insurance** please ensure that you have adequate travel insurance. This should be valid at time of booking, as it may cover you against enforced cancellation.

**Special Requests** please tell us or your agent about any special airline meal requests at least one week before you are due to travel and we will pass these on to the airline concerned. Please note that special requests cannot be guaranteed. There are not often meal options on charter flights

**Large Items** increasingly, airlines and operators are charging for carriage of large items. If you are taking any large or unusual items then please contact us for further information.

**Unaccompanied Minors** most charter airlines do not accept unaccompanied children under the age of 16.

**Flight plus other booking items** If your travel arrangements include a flight and yacht charter (from Sail Ionian) and the yacht charter and flight were booked within 48 hours of each other your monies will be protected under the ATOL flight plus scheme.