

### Responsibility:

**"Operator", as the principal, is responsible to "Participant" for arranging and providing public charter air transportation services ("Charter").** Neither "Operator" , its agents, servants, employees, or "Participant's" travel agent assumes responsibility for any claim, action, cause of action, injuries, losses or damages arising from the actions of third-party contractors supplying services, including but not limited to reservations, missed connections, lost or stolen items or baggage, costs or expenses arising out of injury, accident or death, quarantine, disturbances, government restrictions or regulations, damage, delay of baggage or other property, inconveniences, loss of enjoyment, loss of pay, disappointment, mechanical breakdown, government action, strike, lockouts, war terrorism, weather, acts of God, force majeure, or other factors or cause beyond its control.

### Charter Price:

The ticket price quoted to you includes charter air transportation and all applicable taxes, for the itinerary booked with "Scanderbeg Air acting on behalf of [publiccharters.com](http://publiccharters.com)". "Participant" is responsible for all incidental expenses during "Charter". Except for "Major "Changes," as described below, no refund will be made for services included in the ticket price, which "Participant" voluntarily does not use.

### Major Schedule Changes:

If "Operator" makes Major Changes prior to departure, "Participant" has the right to cancel and receive a full refund of their ticket price on the amount held in the escrow account. The following are major changes: (1) a change in the origin or destination city, unless the change affects only the order in which cities named in the itinerary are visited; (2) a change in the departure or return date unless the change results from a flight delay experienced by the "Air Carrier" (If, however, the delay is greater than 48 hours, it will be considered a major change.); or (3) a price increase of more than 10% occurring ten or more days before departure. If a major change must be made in the "Charter", "Operator" will notify "Participant" within seven days after first learning of the change, but in any event at least ten days prior to the scheduled departure. If less than ten days before the scheduled departure, "Operator" becomes aware that a major change must be made, "Operator" will notify "Participant" as soon as possible. **Within seven days after receiving notification of a major change, but in no event later than departure, "Participant" may cancel "Participant's" reservation and "Participant will receive a full refund of their ticket price within fourteen days after canceling. If a Major Change occurs after the departure of the "Charter" which "Participant" is unwilling to accept, "Operator" will refund, within fourteen days after your scheduled return date, that portion of "Participant's" ticket price which applies to the services not accepted. If "Operator" must cancel the "Charter", we will notify "Participant" in writing within seven days of the cancellation, but in no event later than ten days before the scheduled departure date. "Operator" has no right to cancel the "Charter" less than ten days before the scheduled departure date except for circumstances that make it physically impossible to perform the "Charter".** If that occurs, "Operator" will notify "Participant" as soon as possible, but no later than the scheduled departure date. If "Operator" cancels the "Charter", it will make a full refund of the ticket price to "Participant" within fourteen days after cancellation. The ticket price held in the

depository account excludes any Administrative Fees and/or Cancellation Fees previously charged.

### **Baggage:**

"Operator" allows each "Participant" to bring two forms of baggage: For International flights, baggage allowance is 2 Checked Bags not to exceed 40 lbs each and 1 Carry On bag, not to exceed 14 lbs for a total combined weight 94 lbs per passengers. Checked baggage is not to exceed 62 inches in overall dimension (length + width + height), and carry-on baggage is not to exceed 45 inches in overall dimension. **NO EXCESS BAGGAGE IS ALLOWED WITH OR WITHOUT FEE.** For **INTERNATIONAL** flights, liability for lost, stolen, pilfered or damaged bags shall be limited to the actual value of the baggage but not more than \$9.07 per pound in the case of checked baggage (provided "Participant" furnishes "Operator" with the baggage claim check and suitable evidence of the value of the bag and its contents) and approximately \$400.00 per "Participant" for unchecked baggage. Unless the actual weight is entered on the baggage check, each piece of checked baggage is presumed to weigh 40 lbs and, accordingly, our liability is limited to \$272.10 per piece. There is **NO LIABILITY** for the following items in checked baggage: electronic equipment, musical instruments, ornamental items including jewelry, wigs, wig boxes, antiques, silverware, clocks and watches; artistic items including paintings, prints, photos, rugs and statuary; or photographic, recreational, camping, mechanical or sports equipment; items made of paper; business documents; edible or perishable items including fruits, x-ray items and other light-sensitive materials; and all medicines, drugs, toiletries and cash and other negotiable instruments. "Operator" will accept cloth, canvas Vinyl and other soft-sided bags as checked baggage but accepts **NO RESPONSIBILITY OR LIABILITY** for damage to such bags or their contents and, therefore, "Operator's" carriage of soft-sided bags checked as baggage shall be at "Participant's" own risk. Any baggage problems must be reported at the departing/arriving airport with a handling representative at the time of your claim. This procedure will include completing a baggage claim form that is required to process all claims.

### **Aircraft:**

The "Charter" will be performed by a qualified 121 Air Carrier ("Air Carrier") including but not limited to Charter Air Transport, Sky King, Inc., Boeing 767. The "Air Carrier" reserves the right to substitute equivalent aircraft if necessary. The "Operator" reserves the right to substitute the air carrier with a qualified 121 Air Carrier or to change the aircraft type or capacity.

### **Security Agreement:**

"Participant's" payments are protected in part by a security bond held at the **Hartford Fire Insurance, Company located in the State of Connecticut.** Unless "Participant" files a qualified claim with "Operator", or if "Operator" is not available, with the Securer, within 60 days after the completion of the "Charter" (or in the case of cancellation, the intended date of your "Charter"), the Securer will be released from all liability to "Participant" under the security agreement. If there is no return flight in "Participant's" itinerary, completion means the date or intended date of departure of the last flight in "Participant's" itinerary.

**Changes, Cancellations and Refunds: The right to refunds if the participant changes plans is limited.** Please refer to the following chart for an explanation of fees associated with Changes and Cancellations. Administrative Fees and Cancellation Fees are not associated with the actual operation of the charter flight(s) and therefore are not refundable under any circumstances. All Date and Itinerary changes must be completed at least 31 days prior to "Participant's" original departure date, in order to avoid a 100% NON-REFUNDABLE Cancellation Fee.

## INTERNATIONAL FLIGHTS

### Cancellations

31 Days or More Prior to Departure.....Cancellation Fee of \$200.00  
30 Days or Less Prior to Departure.....Fare becomes NON REFUNDABLE

### Date & Itinerary Changes

31 Days or more Prior to Departure.....Administrative Fee of \$200.00 + any change in rate for new date/itinerary  
30 Days or Less Prior to Departure.....no changes allowed/ticket becomes non refundable  
"Participant's" rights and remedies set forth in this "Agreement", including the procedures for Major Changes, are in addition to any other rights or remedies available under applicable law, however, once a refund has been accepted by "Participant", "Participant" agrees to waive any additional remedies available under applicable law.

### Airport Check-In:

All "Participants" must check in at the airport ticket counter JFK Terminal 1, Tirana Main Terminal, Prishtina Main Terminal no later than two hours prior to the scheduled departure time. "Operator" reserves the right to resell any seat 45 minutes prior to departure if "Participant" has not yet checked in. Failure to check in one hour prior to the scheduled departure time automatically cancels "Participant's" reservation and a 100% Cancellation Fee equal to the full price of the "Participant's" ticket payment applies. "Participants" will not receive refunds for missed flights.

### Customer Service:

Scanderbeg Air is committed to quality service. In the unlikely event that you have cause for dissatisfaction during your flight, please call 866-610-9991 to discuss the problem with a Customer Service Representative.