Sebastian Aero Services Inc Charter Cancellation & Change Policy

1. Purpose and scope

This policy sets the fees and refunds that apply when a confirmed charter flight with Sebastian Aero Services, Inc. ("the Operator") is cancelled, changed, or not flown. It applies to all on-demand charter flights operated by the Operator under 14 CFR Part 135, whether booked directly or through a broker or agent.

The Operator reserves a dedicated aircraft and crew for each confirmed charter and turns away other business to do so. The fees below reflect the costs the Operator incurs and the revenue it cannot recover when a flight is cancelled on short notice.

This policy forms part of the Charter Agreement. If the signed Charter Agreement or quote states different terms for a specific flight, those terms control for that flight.

2. Definitions

- **Charter Price:** the total price shown on the confirmed quote or invoice, including taxes, fees, and any services ordered (catering, ground transport, handling).
- **Confirmed Charter:** a flight for which the Customer has accepted the quote or signed the Charter Agreement and the Operator has received the required deposit or payment.
- **Scheduled Departure Time:** the departure date and time on the confirmed itinerary, in local time at the departure airport. All notice periods in this policy are counted in hours before this time.
- **Non-Recoverable Costs:** third-party costs already paid or committed by the Operator for the flight that cannot be refunded to it, such as landing and handling fees, overflight and landing permits, international fees, catering, ground transport, and crew lodging.
- **Customer:** the person or company that booked and pays for the charter. For round trips and multi-leg trips, each leg is counted from its own Scheduled Departure Time unless the whole trip is cancelled before the first leg departs.
- **Written Notice:** an email to the Operator's booking address or a WhatsApp message to the Operator's business number. A cancellation is effective when the Operator receives it.

3. Cancellation fees

If the Customer cancels a Confirmed Charter, the fee below applies based on when the Operator receives Written Notice. The fee is a percentage of the total Charter Price.

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Notice before Scheduled Departure Time with N16YP Aircraft Fleet.	**Cancellation fee**	**Refund to Customer**
More than 7 days (168 hours)	Non-refundable deposit of 10%, plus any Non-Recoverable Costs	Balance of amount paid
7 days to 72 hours	25%	75% of Charter Price
Less than 72 hours to 48 hours	50%	50% of Charter Price
Less than 48 hours to 24 hours	75%	25% of Charter Price
Less than 24 hours, or no-show	100%	None

Notice before Scheduled Departure Time with Brokered flights	**Cancellation fee**	**Refund to Customer**
More than 7 days (168 hours)	Non-refundable deposit of 80%, plus any Non-Recoverable Costs	Balance of amount paid
7 days to 72 hours	100%	100% of Charter Price

Additional terms:

1. In any tier, if the Non-Recoverable Costs are higher than the percentage fee, the Customer pays the Non-Recoverable Costs instead.
2. If a round trip or multi-leg trip is cancelled in full before the first leg departs, the fee for the whole trip is set by the notice given before the first leg.
3. If the Customer cancels a return or later leg after the trip has begun, the fee for that leg is set by the notice given before that leg. If the aircraft and crew must remain away from base for that leg, the Operator may also charge any repositioning cost.
4. Bookings made less than 72 hours before departure are non-refundable from confirmation, except as stated in Section 6.
5. Bracketed percentages are suggested values for the Operator to confirm before publishing.

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4. No-shows, late arrivals, and travel documents

- **Late arrival:** passengers should arrive at the departure FBO or terminal at least 30 minutes before the Scheduled Departure Time for domestic flights and 60 minutes for international flights. The Operator will wait up to 60 minutes past the Scheduled Departure Time. Waiting time may be charged at the Operator's hourly standby rate of $250.00.
- **No-show:** if no passenger is ready to board within 60 minutes after the Scheduled Departure Time, and the Customer has not agreed to a new time with the Operator, the flight is treated as a no-show, and the 100% fee applies.
- **Partial no-show:** the Operator may depart on time with the passengers present. No refund is due for passengers who do not travel.
- **Travel documents:** each passenger must carry a valid passport, visa, and any entry, health, or customs documents required by the destination and by U.S. authorities. If a passenger is refused boarding or entry because of missing or invalid documents, this is treated as a cancellation by the Customer under Section 3. Any fines, return flights, or costs that result are the Customer's responsibility.
- **Refused boarding:** the pilot in command may refuse to carry any passenger who is intoxicated, disruptive, a safety risk, or carrying prohibited items. This is treated as a cancellation by the Customer and no refund is due for that passenger.
- **Passenger information:** the Customer must provide full passenger names, dates of birth, and document details at least 48 hours before departure for international flights, so the Operator can file required manifests.

5. Changes and rescheduling

The Customer may ask to change the date, time, route, or number of passengers of a Confirmed Charter by Written Notice. Changes depend on aircraft and crew availability and are not confirmed until the Operator accepts them in writing.

1. **Time change on the same day:** no fee if requested more than 24 hours before departure and the aircraft and crew remain available.
2. **New date, requested more than 72 hours before departure:** one change is allowed without a cancellation fee. The Customer pays any price difference and any Non-Recoverable Costs already incurred. The new flight must take place within 90 days of the original date.
3. **New date, requested 72 hours or less before departure:** treated as a cancellation under Section 3. The Operator may, at its discretion, apply part of the cancellation fee as a credit toward a new flight booked within 90 days.
4. **Route or passenger changes:** The Operator will re-quote the flight. The Customer pays any increase. A reduced route or fewer passengers does not reduce the price within 72 hours.

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5. **Extra stops, waiting, or delays requested by the Customer** during the trip are charged at the Operator's published rates.

6. Cancellations or delays by the Operator

No cancellation fee applies when the Operator cancels or cannot operate a flight. Safety decisions are made solely by the Operator and the pilot in command, and are final.

Covered reasons include:

- weather below the Operator's minimums at the departure, destination, or alternate airport
- mechanical problems or unscheduled maintenance
- air traffic control restrictions, airport closures, or NOTAMs
- crew illness or flight and duty time limits
- government action, permit denial, security events, or other events outside the Operator's control
- any decision by the pilot in command that the flight cannot be operated safely

What the Customer receives: The Customer may choose either

1. a new date and time for the flight, at no extra charge, subject to availability; or
2. a full refund of all amounts paid for any leg not flown.

If a trip is interrupted after it begins, the Customer is refunded for legs not flown, on a pro-rata basis. The Operator may, at its option, arrange a substitute aircraft or operator of equal or better category, with the Customer's approval.

Limits: The Operator is not responsible for indirect costs caused by a cancellation or delay, such as hotels, missed connections, commercial tickets, or lost business, except where the law does not allow this limit.

7. Refunds

- Refunds are paid to the original form of payment within 10 business days of the cancellation, or within 7 business days for credit card payments.
- Credit card processing fees of 4% are non-refundable when the Customer makes the cancellation. They are refunded in full when the Operator cancels, except as stated in Section 6.
- Bank wire fees charged by the Customer's bank or intermediary banks are the Customer's responsibility.
- The Operator will send the Customer a written statement showing the Charter Price, the fee applied, any Non-Recoverable Costs, and the refund amount.

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- If the Customer has not yet paid an amount owed under this policy, the Operator will invoice it, payable within 15 days.

8. Acceptance, governing law, and contact

Acceptance. By signing the Charter Agreement, accepting the quote in writing, or paying any deposit, the Customer confirms that they have read and accept this policy. The Customer is responsible for informing all passengers of it. A broker or agent booking for a customer confirms that the Customer has accepted it.

Reasonable estimate of loss. The Customer and the Operator agree that the fees in Section 3 are a reasonable estimate of the Operator's losses from a late cancellation, which are hard to calculate exactly, and are not a penalty.

Payment disputes. The Customer agrees to contact the Operator first to resolve any disagreement about a fee or refund before disputing a charge with their card issuer.

Governing law. This policy is governed by the laws of the Commonwealth of Puerto Rico, and applicable U.S. federal law. Any dispute will be resolved in the courts of San Juan, Puerto Rico, unless the parties agree otherwise in writing.

Severability. If any part of this policy is found unenforceable, the rest remains in effect.

Changes to this policy. The Operator may update this policy. The version in effect on the date a charter is confirmed applies to that charter.

Contact. To cancel or change a flight, contact Sebastian Aero Services, Inc. by phone or WhatsApp at 1-787-630-5389, by email at captain@sebastianaeroservice.com , or at www.sebastianaeroservice.com .