

# Avion Airline Services B.V. Terms and Conditions

Monday, 18 January 2021

## Responsibilities:

- All issued tickets subject to the terms and conditions specified by the airline.
- Avion Airline Services B.V. shall not be liable for any loss, injury, or damage to passengers or their belongings or otherwise arise in any way out of our services to them. We make no warranty or representation as to the suitability of any product or service displayed by the airlines.
- Passenger acknowledge that the information, prices, seating, times etc. quoted are supplied to us by third parties including but not limited to airlines, hotels, cruise lines, tour operators etc. In the event of an error either by a third party, an employee of our company or a software or data capture error, we reserve the right, in consultation with the passenger, to make any changes required. Additional fees may apply for the passenger and his itinerary may need to be amended to comply with rules and/or availability of seats. Airlines and other third-party travel providers impose different terms and conditions on the sale of specific travel products.
- All fares quoted and charged to the passenger are based on fares provided to us at the time of quote or ticketing. If the airline should impose a higher fare that was paid either before or after actual travel or any other reason whatsoever, including but not limited to, no show, the passenger agrees and authorizes us to charge the additional amount charged to us by the airline or provider, and not to dispute this charge at their bank. Passengers understand that we act solely as an agent for the passenger with the airline and are not the travel provider. Any dispute is between the passenger and the airline, we will assist the passenger with any such dispute to the best of our ability by providing all documentation relating to this booking we may have.

Passengers are responsible for needed visas and all required valid travel documents, their passport validity. Governmental health requirements and entry restrictions around the world, various measures are being taken by local authorities to prevent the spread of the coronavirus. Check the health requirements and additional entry documentation on the government's websites of the countries you are traveling to and from and transferring in. Some countries will not let you enter without the proper additional documents. Make sure to check the requirements shortly before your trip. Health precautions and face masks. Make sure to bring your own face mask. Face coverings are required for passengers aged 10 and up during boarding and on board of all flights. Unfortunately, the airlines allow you to board without face covering. At Amsterdam Airport Schiphol, passengers are also required to wear a mask at designated areas of the terminal such as check-in and security. This may also apply at other airports you are travelling to and from, and transferring in. For your safety and the safety of your fellow passengers, please do not travel when you experience any symptoms of COVID-19 and contact your family doctor in case of doubt.

## **Credit Card Payments:**

- By using a credit card OR debit card you confirm your agreement to the following conditions:
- With all debit card or credit card a credit card fee will apply. Avion Airline Services B.V. reserves the right to charge administration/service fees for payments. These charges vary depending on the type of credit or debit card that is used for payment.
- A fee will apply for payments with MasterCard Credit & Debit and VISA Credit and Debit cards and for American Express and Diners.
- If for any reason any travel service provider, including airlines, does not provide the services and/ or flights which you have booked and paid for, including but not limited to the grounding or insolvency of the airline or travel provider, the liability is against that airline, and not against Avion Airline Services B.V. If payment for the service was made to us by credit card, by accepting these booking conditions, you agree that you will not charge back your credit card payment.

## **Bank Transfer & other Payments:**

- When a direct bank transfer, cash payment or local debit card is made, the booking will be placed on a HOLD until payment is received and/or approved. We will issue the ticket only when we receive cleared funds into our account.
- Banks have different clearing time for internet banking transfers, ranging from a few minutes up to 48 hours and possibly longer on weekends. Please check the information provided by your bank regarding clearing of funds.
- If we do not receive payments by the time the booking expires in the airline booking system, the booking will automatically be canceled.
- If we receive any payments after the fare has expired, we will attempt to rebook at the same fare and issue your ticket. If the original fare is no longer available, we will call or e-mail the passenger with new options. If we cannot find a suitable option that passenger is prepared to accept, we will immediately refund your payment in full with no deductions to a bank account specified by passenger. Our liability is limited to the full amount of money received from passenger.
- Passenger booking and price are not guaranteed until full payment has been received and the flights are ticketed. In the event a displayed fare is no longer available at the time of your booking and payment, we will contact passenger with any comparable available fares or dates; you will have the option to cancel and get a full refund or pay any additional fare if applicable. Airlines sometimes display fares that are no longer available. If the fare selected is not available or has sold out, passenger will be contacted with available fares or alternate dates to complete the booking. Prices are subject to availability, may change without notice and are not guaranteed until paid in full, ticketed and documents issued.
- Most carriers will deny carriage if the name varies and the booking may be cancelled. It is passenger responsibility to check that the names on the e-tickets we provide are correct. In the event of a name that does not exactly match the passenger's Passport, the passenger must notify us immediately so we can attempt to correct the error. If the passenger does not notify us immediately to correct the error passenger may be denied boarding and be liable

for the cost of a new ticket. In some cases the airline may impose a fee, charge or re-issue a new ticket for all name changes.

- Passenger will be responsible for this cost if the error is a result of any of the following actions: a) Passenger entered the incorrect name information; b) Passenger received a copy of the booking prior to ticketing and did not notice or were unaware of the incorrect information; c) Passenger did not check the e-ticket or itinerary or vouchers supplied to you by the counter or e-mail, and only noticed this at the time; and d) Any other reason that was not a direct error from Avion Airline Services B.V.
- We will not, at any time, be responsible for any associated or incidental costs, including but not limited to missed flights, hotels, ground transport, loss of deposits or delays.

### **Amendments and Cancellation Fees:**

- Booking/merchant fee is charged; this fee is non-refundable.
- All airlines changes and cancellations can be made directly with the respective airline or through Avion Airline Services B.V. All changes and cancellation requests must be made in writing by email. Changes will only be made after you confirm the change by replying to our email.
- A cancellation fee per person will apply for International Departures and for Domestic Departures which is in addition to any charges made by the airline, which in some cases can be the loss of the full amount that passenger has paid (non-refundable tickets).
- By passengers requesting the refund, passengers acknowledge that they are aware of the supplier terms and conditions and agree that any dispute regarding the non-refund and or charge back is between passenger and the airline and not with Avion Airline Services B.V. Passenger also acknowledge that Avion Airline Services B.V. acts solely as an agent on the passenger's behalf with the airline or supplier. Passenger also agrees that one of it will not instruct his bank to charge back any such charge as described above.
- For any Low Cost Airline changes, passengers must contact the airlines directly.
- An amendment fee per person will apply for International Departures or for Domestic Departures for each change to a confirmed booking; this is in addition to any fees charged by the airline.
- Refunds of funds can take a minimum 4 weeks to obtain from the airline.
- Please note that many airlines treat passenger name changes and itinerary alterations as a FULL CANCELLATION and as such these changes can incur full cancellation charges.
- All travel airlines charge amendment and cancellation fees. In many cases, cancellation costs may be claimed against passenger insurance policy, and accordingly, travel insurance is strongly recommended.
- If a passenger books with Avion Airline Services B.V. and passenger chooses not to take travel insurance, Avion Airline Services B.V. will not be responsible for paying any extra costs or expenses which may incur.

## **Travel Insurance:**

All clients need to have own personal travel insurance. Passengers are responsible for obtaining the insurance. Passenger travel insurance should provide cover against personal accidents, death, medical expenses, and emergency repatriation. We also strongly recommend it covers cancellation, curtailment, personal liability and loss of luggage and personal effects.

## **'No Show' Airline Charges:**

- Airlines charge 'no show' fees if the passenger does not turn up on time and misses the departure of their flight. If we receive a no-show charge from the airline, we will pass this charge on to the passenger and the passenger agrees to be responsible for the payment and charges. To avoid no show fees, the passenger must cancel the flights if the passenger cannot or do not intend to board, even if there is no refund. Passengers can cancel with the airline directly online or by phone.

## **Airline Schedule Changes / Missed Flights:**

- Airlines often change flight schedules and or the passenger flight departure time could change at any time. It is the passenger's responsibility to check for any schedule changes at least 24 hours before flight departure time. If the passenger is unable to verify their schedule online, please call or visit the airlines website directly. Avion Airline Services B.V. will not be responsible for any missed flights due to schedule changes.
- We will not be responsible for any loss because of a missed flight, arriving at the incorrect airport or terminal, or denied boarding for any reason whatsoever, including but not limited to, arriving late, not having the required visas or under the influence of alcohol. It is the passenger's responsibility to be at the airport by check-in time and to have the correct visas required.
- Airlines have different check-in times. Your clients must be at the check-in counter at the check-in time provided by the airline or service provider. Avion Airline Services B.V. strongly advises that all flights should be re-confirmed by phone with the relevant airline at least 24-72 hours prior to departure for each individual flight.

## **Luggage Allowance:**

- Many airlines do not offer a free luggage allowance and charge for each bag checked. If passenger book a low-cost carrier, or any American domestic flight, these flights usually charge extra for luggage. Please check the airline website, as we may not have up-to-date information on all airlines. In most cases it is cheaper to pre-pay for luggage on these carriers than to pay at the airport. Please check the booking confirmation to see what the luggage allowance is. If no luggage information is provided, please check the airline website. Carry-on bag allowance varies from airline to airline. Please check this prior to travel. If unsure, please visit the airline website.
- Additional luggage must be purchased directly from the airline (phone or airline website).

## **Passport:**

- It is the passenger's responsibility to ensure having a valid passport and visa where required.
- Some countries will not allow the passengers to enter without proof of a return or onward electronic ticket. Airline check-in staff at passenger/your point of origin may deny boarding. If the passenger booked a one-way ticket, passenger should be ensuring that he has checked with the Consulate of the country he is traveling to, this is to ensure that the passenger comply with their laws and regulations.

## **Validity of Prices & Information:**

- Avion Airline Services B.V. strives to ensure that all information available is accurate; However, the prices & information on featured in the booking are supplied by Third Parties and are subject to availability and conditions and are subject to change without notice. Although every care has been taken, the prices are not guaranteed until paid in full and documents have been issued. Where codeshare flights are part of a booking, the discounts applicable will reflect the benefits offered by either the operating carrier or the codeshare partner and the ticket will be issued to reflect the discount applied.
- Avion Airline Services B.V. disclaims and will be exempt from any liability under the law of contract, tort or by virtue of statutory enactment in relation to any: loss to; personal injury death or illness of; damage or theft of personal property of any sort of; expense of inconvenience caused through delay to; disappointed expectation of; accident befalling; the traveler or any dependents, arising out of any negligent act or omission, breach of any duty imposed by statute, breach of any law of the place of destination or on route to or from the destination, tort (whether intentional or unintentional), or breach of a contractual term, whether expressed or implied or breach of duty arising under or imposed by any law on the part Avion Airline Services B.V. its servants or supplier of any product or service.

## **Agent Service & Fairness:**

- We always look to resolve issues quickly and fairly. Enquiries & correspondence should be addressed via email.

## **Departure Times and Flight Numbers:**

- Most airlines state that there is no need to re-confirm your client's departure times and flight numbers. Nonetheless, Avion Airline Services B.V. will not take responsibility for any flight time or flight number alteration made by airlines. Avion Airline Services B.V. strongly advises that all flights should be re-confirmed by phone with the relevant airline 24-72 hours prior to departure for each individual flight.

**General:**

- All references to 'We', 'Our' and 'Us' are references to Avion Airline Services B.V.

**Law & Jurisdiction:**

- Our terms, conditions & the contractual relationship created between the passenger/client and Avion Airline Services B.V. when the passenger books through us is governed by the laws of the Netherlands.
  - Passenger agrees to submit to the jurisdiction of the courts of the Netherlands for the determination of any dispute and the making of any claim against Avion Airline Services B.V. and acknowledges and agrees that a court having jurisdiction in respect of the dispute or claim is the appropriate court.

**Maximum Liability:**

- Notwithstanding any other of the terms and conditions listed, the maximum liability of any claim against Avion Airline Services B.V. can never exceed the actual fare paid to Avion Airline Services B.V..