

Please understand these Charter rules (especially those underlined in red). A sample Charter Contract is below - you are agreeing to and legally bound upon payment to CubaToDo.com to the specific Contract for the Charter company providing your Cuba flights - the Charter additionally will have you sign their specific contract when you check-in for your flight.

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## Public Charter Flights

Charter flights can provide excellent value, and they often operate nonstop in markets where scheduled flights would be less direct. In addition, many charters don't have all of the restrictions of scheduled-service discount fares, e.g. advance-purchase, stay over a Saturday night, stay no more than 30 days, etc. Finally, most charter fares aren't "capacity-controlled" like scheduled-service discount fares; every seat on the airplane is usually available at the advertised fare. "Public Charters" can be purchased from a tour operator, a travel agent, or sometimes directly from the airline.

If your flight has been arranged by a club or other organization for its members, it may be what is called an "affinity" charter flight. These charters generally do not carry the consumer protection provisions of Public Charters. Be sure you know what kind of charter flight you are purchasing.

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A Public Charter may include only the flights, or it may be sold as a complete package, including hotels, guided tours, and ground transportation. Either way, your rights are spelled out in an "operator/participant contract" that you have with the charter operator. The operator or your travel agent should give you a contract to sign at the time you purchase your trip. Read it before you pay any money.

The Department of Transportation requires charter operators to disclose certain information in their contract about the restrictions that they impose and also rights that you have under our rules:

**You usually pay penalties if you cancel.** The closer to departure you cancel, the bigger the penalty. Most scheduled-service discount fares are non-refundable, but allow you to re-use the ticket at another time for a fee of about \$50 to \$75; charters may or may not permit this. On some charters, if a substitute can go in your place you only lose a \$25 fee.

**You can buy trip cancellation insurance.** These policies usually provide a refund in case you must cancel due to illness or death in the family. Your travel agent or tour operator can tell you how to buy the insurance and what health conditions it does or doesn't cover. Charter cancellation insurance often won't pay you if you must cancel because of a preexisting condition.

**The charter operator or airline can cancel a Public Charter for any reason up until 10 days before departure.** Your flight might be canceled if it doesn't sell well or for some other reason. This is a risk you take in return for a low fare. (During the last 10 days before departure, a Public Charter can be canceled only if it is physically impossible to operate it.)

**All charter flights and ground arrangements are subject to changes.** Signing a contract does not guarantee that your fare won't be increased before departure or that the itinerary won't change. But, if there is a "major change" in your flight or tour, you have the right to cancel and get a penalty-free refund. Major changes include:

A change in departure or return **city** (not including a simple change in the order in which cities are visited).

A change in departure or return **date**, unless the date change results from a flight delay. (However, a flight delay of more than 48 hours is a major change.)

A substitution of a **hotel** that was not named as an alternate hotel in your contract.

An increase in **price**, if the total of all increases billed to you is more than 10% of what you originally paid. (**No** increases are allowed during the last 10 days before departure.)

If your charter operator notifies you of a major change before departure, you get a full refund if you decide to cancel. If you choose not to cancel, the operator is not required to make partial refunds. However, if you don't find out about a change until after your trip has begun, you can reject the changed flight or hotel, make and pay for your own alternative plans, and insist on a refund for the original component when you get home. If you decide to accept a change in date or city, keep in mind the effect it will have on any connecting scheduled-service arrangements you may have made, particularly if your scheduled-service fare restricts your ability to make changes.

**Public charters can be sold on a one-way basis, but no "open returns" are allowed on round-trip public charters.** Be sure you have a specific return date, city, and flight, so you won't be stranded.

**The charter operator has to take specific steps to protect your money.** The operator must have a surety agreement, such as a bond, and must usually have an escrow account at a bank that holds your money until your flight operates. If your money is going into a charter escrow account, the bank will be named in your contract, and the check that is sent to the charter operator should be made payable to that bank. (If you are using a travel agent, it's OK for you to make your check out to that agent; the agency will make its check payable to the escrow account.) Identify the departure date and destination on the face of the check. If you pay by credit

card, the charter operator is required to ensure that your payment is deposited in the escrow account. If a charter operator goes out of business you should contact the surety company or bank identified in your contract for a refund.

**You alone are responsible for knowing if you need a visa and passport for your trip.** You can be certain of the visa and passport rules of the countries you plan to visit by calling or writing their embassies in Washington, D.C. or their consulates in some major U.S. cities.

**If your luggage gets lost during your tour, there may be a dispute over who is liable.** The charter airlines process claims for bags that were lost or damaged while in their possession. If it is not clear where the problem occurred (e.g. between the airport and a hotel), the operator and the airline may both decline liability. To cover yourself, find out if your renter's or homeowner's insurance policy covers losses that happen when you're away from home. You might also ask your travel agent if there's a one-shot baggage insurance policy available to cover baggage problems while you are on your charter trip.

**Your charter may be delayed.** Last-minute schedule changes and departure delays of several hours are not uncommon on charters. A flight can be delayed up to 48 hours before the charter operator must offer you the option to cancel with a full refund.

**Charters and scheduled flights operate independently of each other.** If there's a delay on the scheduled flight connecting you to the city where your charter departs, causing you to miss your charter, you lose your flight and money. Charter reservations are only good for one flight. If you miss it for any reason, you're probably out of luck. Check with the charter operator to see if he has another charter flying to your destination.

If your charter is late returning and causes you to miss a scheduled connecting flight back to your home, you have to pay your own expenses while you wait for the next connection. You may also have to pay a higher fare to switch to another scheduled-service flight if you were ticketed at a discount fare. Bottom line: leave plenty of connecting time between charter and scheduled flights when making your arrangements.

Your baggage can't be checked through from a scheduled flight to a charter, and vice-versa. You have to claim your baggage and re-check it yourself. When planning a charter, allow plenty of time to check in at the airport from which your charter leaves, or from which you have a connecting flight. On international trips, remember that you may encounter delays in Customs.

**You might find seating space for your charter plane to be more crowded than you're used to.** In addition, "load factors" are usually higher, which means less chance of an empty middle seat next to you if you're traveling alone. The low charter rate depends in part on spreading costs over a large number of people with virtually all of the seats being filled.

**Check-in deadlines are lengthier on charters than on scheduled-service flights.** Three hours is not unusual for an international charter.

**If a charter flight hasn't sold out shortly before departure, the operator can sell seats at bargain basement prices to latecomers.** Some who have paid the regular price well in advance may object, but should realize that the operator's alternative may be to cancel the flight altogether for economic reasons.

**Charter rates are relatively low, but might not be the cheapest fare to your destination.** Ask your travel agent to compare fares on scheduled and charter flights for you.

Charters offer nonstop flights for an affordable price. They can be a wise travel investment if you can be flexible in your travel plans. Just be sure you know the conditions for the trip you're buying before you pay for it.

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Office of Aviation Enforcement and Proceedings | U.S. Department of Transportation | 1200 New Jersey Ave, SE | Washington, DC 20590  
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**PUBLIC CHARTER  
OPERATOR-PARTICIPANT CONTRACT**

This agreement sets forth the terms and conditions under which we \_\_\_\_\_ [name and address of charter operator] in return for payment of the amount indicated as the total charter price, agree to provide you this charter flight. **RESPONSIBILITY:** We, as the principal, are responsible to you for arranging and providing all of the services and accommodations offered in connection with these charter flights, *provided*, however, that in the absence of negligence on our part, we are not responsible for personal injury or property damage caused by the air carrier, hotel, or other suppliers of any of the services being offered in connection with the charter. **RESERVATIONS AND PAYMENT:** A deposit of \$ \_\_\_\_\_ per passenger and a signed contract (see attached reservation form) is required to secure reservations. Complete payment is due \_\_\_\_\_ days before departure. Payment in full must accompany any application received less than \_\_\_\_\_ days before departure. If the charter is fully booked when your reservation is received, your payment will be returned within 7 days, or with your authorization, we can retain the deposit and place your name on a waiting list in case other passengers cancel their reservations. Even if you authorize us to put your name on a waiting list, we will notify you within 7 days that your selected flight is fully booked.

**ALL CHECKS, MONEY ORDERS, AND CREDIT CARD PAYMENTS MUST BE MADE PAYABLE TO [BANK NAME] OUR DEPOSITORY BANK, OR TO YOUR TRAVEL AGENT, WHO IN TURN MUST MAKE HIS CHECK PAYABLE TO THE DEPOSITORY ACCOUNT AT THE BANK.**

**CHARTER PRICE:** The charter price of \$ \_\_\_\_\_ includes a charter flight from \_\_\_\_\_ [origin city] to \_\_\_\_\_ [destination city] on \_\_\_\_\_ [date] and returning on \_\_\_\_\_ [date]. It also includes all applicable taxes, as well as \_\_\_\_\_ [Tour itinerary, if any, including name of hotel(s), length of stay at each, and other ground accommodations.]

Any tips or gratuities not specifically mentioned as included in the total charter price will be at your discretion. Except for "major changes," as described below, no refund will be made for any accommodations or services included in the charter price which you voluntarily do not use.

**INSURANCE:** Trip cancellation, health, and accident insurance are available. We strongly recommend it. This important, low-cost protection can save you money if you are forced to cancel or alter your trip. If you are interested in receiving more information about this coverage, please check the box marked "Insurance" on the reservation form. **BAGGAGE:**

The air carrier allows each passenger to bring on the flight [describe allowance, e.g., 2 pieces of checked baggage, neither piece larger than 62 inches total (L+W+H) dimensions or heavier than 70 pounds (32 kilograms)] For INTERNATIONAL flights, the air carrier's liability is limited to the actual value of the baggage but not more than \$9.07 per pound (\$20 per kilogram) in the case of checked baggage and approximately \$400.00 per passenger for unchecked baggage. Unless the actual weight is entered on the baggage check, each piece of checked baggage is presumed to weigh 32 kilograms and, accordingly, our liability is limited to \$640 per piece. For DOMESTIC flights, the carrier's liability is limited to \$1,250.00 per passenger total, for checked and unchecked baggage. **AIRCRAFT:** This flight will be performed by \_\_\_\_\_ [direct air carrier] using \_\_\_\_\_ [# of seats-aircraft model] aircraft. The air carrier reserves the right to substitute equivalent aircraft if necessary. **SECURITY AGREEMENT:** Your payments are protected in part by a \_\_\_\_\_ [surety bond, security trust agreement, or letter of credit] that we have obtained from \_\_\_\_\_ [name and address of securer].

Unless you file a claim with us, or, if we are not available, with the securer within 60 days after the completion of the charter, the securer will be released from all liability to you under the security agreement **CANCELLATION AND**

**Operator-Participant contract, page 2.**

**REFUND: IF YOU CANCEL YOUR RESERVATIONS: YOUR RIGHT TO RECEIVE A REFUND IS LIMITED,** as set forth in the following schedule. All requests for refunds must be sent to us in writing or by telegraph.

| <b><u>If your notice is received:</u></b>          | <b><u>You will receive:</u></b>                |
|--|--|
| _____ or more days before departure:               | \$ _____                                       |
| _____ to _____ days before departure:              | \$ _____                                       |
| Within _____ days before departure:                | \$ _____                                       |
| At any time, if we are able to resell your seat(s) | A full refund, less a \$25 administrative fee. |
| Or if you are able to provide a substitute         | A full refund, less a \$25 administrative fee. |

Refunds will be made within 14 days of receipt of your notice of cancellation.

**IF WE MAKE MAJOR CHANGES PRIOR TO DEPARTURE: YOU HAVE THE RIGHT TO CANCEL AND RECEIVE A FULL REFUND.** The following are major changes: (1) 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 longer than 48 hours, it will be considered a major change.) (2) a change in the origin or destination city, unless the change affects only the order in which cities named in a tour package are visited; (3) a substitute of any hotel not listed in this contract; and (4) a price increase of more than 10 percent occurring 10 or more days before departure. In no event can we increase your price less than 10 days before departure. If a major change must be made in the program, we will notify you within 7 days after first learning of the change, but in any event at least 10 days prior to the scheduled departure. If, less than 10 days before scheduled departure, we become aware that a major change must be made, we will notify you as soon as possible. **WITHIN 7 DAYS AFTER RECEIVING NOTIFICATION OF A MAJOR CHANGE, BUT IN NO EVENT LATER THAN DEPARTURE, YOU MAY CANCEL YOUR RESERVATION AND YOU WILL RECEIVE A FULL REFUND WITHIN 14 DAYS AFTER CANCELING.**

If a major change occurs after the departure of the flight, which you are unwilling to accept, we will refund, within 14 days after your scheduled return date, that portion of your payment, which applies to the services, not accepted.

**IF WE MUST CANCEL THE CHARTER: WE WILL NOTIFY YOU IN WRITING WITHIN 7 DAYS OF THE CANCELLATION, BUT IN NO EVENT LATER THAN 10 DAYS BEFORE THE SCHEDULED DEPARTURE DATE.** We have no right to cancel the charter less than 10 days before departure, except for circumstances that make it physically impossible to perform the charter trip. If that occurs, we will notify you as soon as possible, but not later than the scheduled departure date. If the charter is canceled, we will make a full refund to you within 14 days after cancellation. The rights and remedies made available under this contract are in addition to any other rights or remedies available under applicable law. However, we offer refunds under this contract with the express understanding that the receipt of that refund by a passenger waives the additional remedies. **INTERNATIONAL FLIGHTS:** The operation of these flights is subject to the foreign governments involved granting landing rights for the flight. If the air carrier cannot obtain these rights, the flight will be canceled and a full refund will be made to you automatically.

**Operator-Participant contract, page 3.**

**Reservation Form [Must separate leaving entire Operator-Participant Contract with participant]**

\_\_\_ I have read and agree to the terms and conditions of the Operator-Participant Contract. I wish to sign up for the following flights:

Departure Date: \_\_\_\_\_ Return Date: \_\_\_\_\_

Departure City: \_\_\_\_\_ Destination City: \_\_\_\_\_

Tour package, if any, desired

\_\_\_ Insurance: Please send me information on optional trip cancellation, health, and accident insurance. If there are not enough seats available on this flight to cover this reservation (**check one**):

\_\_\_ Please return my payment immediately.

Please retain my payment and place my name on a waiting list for this flight. I understand that you will notify me within 7 days if my flight is fully booked.

| PASSENGER NAME(S) |                   | ADDRESS                         | TELEPHONE NUMBERS    |
|-------------------|-------------------|---------------------------------|----------------------|
| <i>Last Name</i>  | <i>First Name</i> | <i>Street, City, State, Zip</i> | <i>Home and Work</i> |

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

My check, money order, or credit card payment in the amount of

\$\_\_\_\_\_ made payable to \_\_\_\_\_ (**bank**) or to \_\_\_\_\_ (**Travel Agent**) is enclosed.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_