

# General Booking Terms and Conditions

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Please read these booking Terms and Conditions carefully before using the services and website of BudgetAir.com (part of Travix Nederland B.V.). When you have made a booking on the site you are deemed to have accepted these Terms and Conditions.

These Terms and Conditions shall apply when using the services of Travix Nederland B.V. which are offered on the internet platform [www.BudgetAir.com](http://www.BudgetAir.com). Travix Nederland B.V. (hereinafter referred to as "BudgetAir.com") has its registered office in Piet Heinkade 55, 1019 GM Amsterdam, the Netherlands. BudgetAir.com is a subsidiary of Travix International B.V., Netherlands, a globally leading travel company. BudgetAir.com is a member of the International Air Transport Association (IATA).

When performing its services, BudgetAir.com only acts as an agent for transport services (e.g. flights), accommodation services (e.g. hotel bookings) and further accompanied services (e.g. package tours, rental cars, insurances etc. BudgetAir.com itself is expressly not a party to the final contract for the provision of services. BudgetAir.com does not act as a travel organiser/tour operator. When booking via BudgetAir.com, the contract for the provision of services will be entered into only between the person booking (hereinafter referred to as "Customer") and the respective provider (e.g. airline, hotel or rental car company etc.).

## 1. Definitions

Within these booking Terms and Conditions, the following words shall have the following meanings:

**Travel Agent:** BudgetAir.com, who in the course of its business provides advice and information and acts as an intermediary in the process of realizing agreements in the field of travel.

**Travel Suppliers:** The airline, the hotel, car hire company, insurance provider and/or any other service provider in the field of travel, such in the broadest sense of the word, with whom the Customer enters into an agreement and who, with due observance of the applicable terms and conditions, is responsible for carrying out the service. **Services:** means a service offered by the website, such as a booking of transport services, accommodation services, car-hire services, insurance service and dynamically packaged holiday services.

**Customer:** a) the client (registered customer) or, b) the person on whose behalf the services provided by the Travel Agent have been agreed and who has accepted that condition.

**Contract:** The booking or contract/order between the Traveler and the Travel Supplier. The Travel Agent and Website acts as an interface in the transactions involved with the Travel Supplier.

**Website:** means the BudgetAir.com website.

**Working days:** Monday to Friday from 08:00 to 17:00, and Saturday and Sunday from 09:00 to 15:00, except legal holidays, unless the travel agent expressly states that different opening hours apply.

## 2. Booking via the Website: The Customer's legal authority

The Website helps the Customer to find travel products and to make the necessary reservations, and acts as an interface in the transactions involved with the Travel Suppliers. The Customer must be at least 18 years old, be legally authorized to enter into contractual obligations, have the requisite consent or authority to act for or on behalf of any persons included in a booking and must use the Website in accordance with these General Terms and Conditions and the Website Terms of Use.

The Customer is responsible for his/her activities on the Website (financially or otherwise), including the possible use of his/her user name and password. The Customer guarantees that the information entered by him/her on the Website in relation to him/her and, if applicable, any travelling companions is accurate.

### **3. Contract Related**

#### ***Travel Supplier Conditions***

The following applies to all products or services booked on the Website. The Travel Supplier's terms and conditions (including airlines' fare rules) will apply in addition to those set out here. The Travel Supplier's terms and conditions may include provisions relating to payment, procedures, default, liability, cancellations, changes of bookings and refunds (if available) and any other restrictions. The Customer is responsible for complying with any airline or other Travel Supplier conditions in relation to check-in times, reconfirmation of flights or other matters.

**Flights:** With regard to the air fare there are additional terms specific to that fare, for example, tickets are normally non-changeable and non-refundable. You can review the terms and conditions during the booking process on the Website. Whilst the Travel Agent is not responsible for airline schedule changes or cancellations, we will provide you with reasonable assistance via our Customer Service team, who can be called on the phone number provided to the Customer in the booking confirmation e-mail and ticket (international charges could apply).

Please note that airlines may charge for additional services (for example, but not limited to, checked baggage, airport check-in, preferred seating, in-flight entertainment (if available) and food, drink and snacks etc.) Any charges for these additional services are not included in the price of your ticket and must be paid to the airline directly. The Travel Agent is not responsible for any additional costs incurred and advises you to contact the relevant airline to add any additional services and verify changes.

The recommended minimum check-in time for international flights is 120 minutes prior to departure, and 90 minutes for domestic flights. Some carriers may require you to reconfirm your booking directly with them at least 72 hours before departure. Failure to reconfirm your flight directly with the airline may result in cancellation.

Flights must be used in the order set out in the itinerary, failure to use a flight for example, the outbound flight may invalidate the rest of the ticket, without eligibility for a refund. The Travel Agent cannot make any guarantees that particular seats can be allocated, even if they are pre-booked with an airline. Any transfers between terminals or airports must be paid for by the Customer.

Best priced air fares may not take the most direct route and some itineraries may require a change in aircraft en-route. Flights marketed as 'direct' means that there is no need to change aircraft during the journey, however, the plane may have to stop for re-fuelling and/or to let passengers on or off. Details of scheduled stops are detailed during the booking process on the Website.

Please check with the specific airline regarding their regulations for the carriage of pregnant women. Infants must be at least 6 weeks old and must either sit on the adult's lap or in an infant seat (please contact the airline for details of appropriate infant seats that may be taken on board). Generally, children aged 2 years and above must occupy their own seat and pay the child fare.

Customers are advised that in some cases flights booked with one airline may be operated by another airline, details of the operating airline, where different, are indicated on the Website.

If an airline cancels or delays a flight, is unable to provide previously confirmed space, fails to stop at a Customer's stop-over destination point, or causes a Customer to miss a connecting flight on which a Customer holds a reservation, the Customer may be entitled to certain remedies from the airline.

**One-way Combineables:** In certain cases, in order to provide greater choice and special return fares, the Travel Agent will combine two one-way fares on the same or different airlines. Each one-way ticket is subject to its own rules, restrictions and fees. If one of these flights is affected by an airline change (e.g. cancellation or schedule change) that causes a Customer to make changes to the other flight, the Customer will be responsible for any fees incurred for making changes to the unaffected flight.

**Hotel and other Accommodation:** Hotels are given star ratings, however, these are not necessarily the official local rating and standards can vary between hotels and accommodation of the same class in different countries. Generally, check-in is 15:00 hour and check-out is 11:00 hour, however, these times may vary. Please contact the Travel Agent if you need more specific details. Breakfast is not included in the price, unless specifically stated and some hotels may charge additional local taxes. Bed configurations may vary to the image shown on the Website and they will differ by country. For example, North American hotels may consist of two double beds, whilst a European room would have two single beds. There may be additional charges for extra beds or cots. The Customer should contact the hotel directly to confirm exact bed layout before making their booking.

**Car Rental:** All drivers must display a full valid driving licence at the time of pick up and the licence must have been valid for 12 months and both paper and photo licences must be presented. The Customer may also be asked to provide credit card details as security for any damage that may be caused to the vehicle during rental. It is the Customer's responsibility to ensure that there is sufficient credit limit on the card to meet the requirements of the Travel Supplier. Failure to do so may invalidate the Customer's car rental and the Travel Agent will not be responsible for any costs that may be incurred. Customers renting a car outside of the European Union (EU), must be an EU resident and must present a full, valid GB or EC/EEA licence. No refunds shall be given for non-utilised rental days.

**BudgetAir.com will impose its own standard administration fee in the event of a cancellation or changes to a booking of C\$ 70 per flight, hotel or car booking. The Travel Supplier may also apply its own fee, please refer to the terms and conditions of the Travel Supplier.**

**Customer Contract:** The content of the Contract may include informing and advising the Customer, as well as making the requested reservations, if possible, on behalf of the Customer. After commissioning the booking, the Customer is bound towards the Travel Agent and Travel Supplier, irrespective of whether this was confirmed directly or not. Should the Travel Agent charge a fee for one of its own services, the Travel Agent shall make this known in advance. For booking on the internet, the Travel Agent organises the booking process in such a way that the Customer is notified before accepting the offer that he is entering into in a Contract. By confirming the booking with the Travel Agent, the Customer is bound to the Travel Agent and supplier by this Contract. The order confirmation will, in general, be emailed immediately to the Customer, in which case this confirmation is considered to be proof of the agreement as stated in the confirmation.

The Contract will be between the Travel Supplier and the Customer. The Travel Agent is not a party to the contractual relationship. The Travel Suppliers terms and conditions (including airlines' fare rules) will apply in addition to those set out here. The Travel Supplier's terms and conditions may include provisions relating to payment procedures, default, liability, cancellations, changes of bookings and refunds (if available) and any other restrictions. Please refer to your particular Travel Supplier for full details of their applicable terms and conditions. The Customer is responsible for complying with any airline or other Travel Supplier conditions in relation to check-in times, reconfirmation of flights or other matters.

**Customer's Duty of Disclosure:** The Customer shall provide the travel agent, before concluding the Contract, with all the required details of himself and other Customer(s) – if any – which are required for entering into the contract and the execution thereof. Details include the Customer's mobile phone number and email address, if available. If the Customer is derelict in his duty of disclosure, any negative financial consequences resulting from this will be charged to the Customer.

**Government imposed taxes, fees and charges:** The price of the flight may include taxes, fees and charges that are imposed on air transportation by Government authorities. They may represent a significant portion of the cost of air travel and are either included in the fare or shown separately on the ticket. The Customer may also be required to pay taxes or fees or other charges not already collected, for example, it is not always possible to include all departure taxes on the ticket(s). In some cases departure taxes must be paid by the Customer locally to the Government of the country being departed from and are therefore non-refundable by the Travel Agent.

#### **4. Delivery of your Booking**

All tickets sold on the Website are e-tickets, which is a paper-less way to book flights. When the booking has been made, it is stored electronically in the airlines reservation system. The Travel Agent will send you a booking confirmation email and then a separate e-ticket or voucher confirmation (for non air bookings) will follow. It is important that the Customer receives both a booking confirmation and then an e-ticket or voucher confirmation number for each product in a separate email. The Travel Agent recommends that you take both the booking confirmation and the e-ticket and/or voucher confirmation with you. The Travel Agent cannot be held responsible for non compliance with these rules and regulations and strongly recommends that you check these details with your airline in advance of travel. It is the Customers responsibility to check that all of the correct information has been entered into the booking including, but not limited to, the correct passenger names, flights, dates and travel itinerary. If anything is incorrect, it is the Customers responsibility to notify us immediately on the phone number provided to the Customer in the booking confirmation and e-ticket. All assistance possible will be offered to rectify anything, however, charges may be incurred by both the Travel Agent and the Travel Supplier, which would need to be paid by the Customer.

The Travel Agent relies on the information that you provide as being accurate and therefore cannot be held responsible if your e-ticket does not arrive due to incorrect email address or your junk email settings. **You must notify us immediately if you change your email address or contact telephone number.** In addition please check that the name on your passport matches the name on your e-ticket and/or booking confirmation.

Please note, you may be required to produce your booking number and/or confirmation email to the relevant Travel Supplier as evidence of your booking.

**Change or cancellation by BudgetAir.com.** Sometimes (combinations of) Tickets and/or Vouchers are offered on BudgetAir.com for which it is not possible to issue a Ticket and/or Voucher for the indicated price and/or booking category. The reason for this is that the fares and booking categories shown on BudgetAir.com are posted on the site of BudgetAir.com via fully automated processes and these fares and booking categories are continuously subject to price changes. If you do not receive a Ticket and/or Voucher or a Booking Confirmation within 48 hours after the booking then an employee of BudgetAir.com shall contact you by telephone or by email within three Working Days after the booking. An employee of BudgetAir.com can discuss potential alternatives with you. Budgetair.com does, however, reserve the right to reject these bookings and to fully repay the advanced travel sum.

Bookings are basically guaranteed if the Tickets and/or Vouchers were issued and paid by BudgetAir.com on behalf of the Travel Supplier(s). BudgetAir.com does reserve the right to renege on the issue of the Tickets and/or Vouchers within two Working Days after receipt of the payment and the issue of the Tickets and/or Vouchers at the fares and/or booking categories offered and sold by the same. The reason for this is that the indicated fares and booking categories are determined by the Travel Supplier(s) and are uploaded on the Website by the said third parties. When uploading and posting these fares and booking categories incorrect fares and booking categories may be posted and/or shown – due to, for instance, (system) errors – as a result of which Tickets and/or Vouchers are issued at an incorrect (i.e. a too low) fare or for an incorrect booking category.

The fares and booking categories are posted on the site of BudgetAir.com via fully automated processes and Tickets and/or Vouchers are printed on the basis of this posted information. Budgetair.com makes every effort to check these processes and the posted fares and booking categories but cannot provide a 100% guarantee in this respect. That is why Budgetair.com reserves the right to ask the Client for an additional payment or to cancel the Tickets and/or Voucher and to fully repay the advanced travel sum within two Working Days if there is question of incorrectly posted fares or booking categories and/or if Tickets and/or Vouchers were issued at an incorrect fare or for an incorrect booking category and/or if Tickets were issued at an incorrect airport tax rate.

In the worldwide booking systems combinations of airlines are sometimes offered for which it is not possible to issue an electronic Ticket because these airlines did not conclude a mutual ticket agreement or because these airlines are not an official IATA member. As the occasion arises an employee shall contact you within two Working Days after the booking to discuss the potential alternatives. BudgetAir.com reserves the right to reject these bookings and to repay the paid travel sum.

Flight schedules are regularly subject to change. They are not always communicated by the airlines to BudgetAir.com (in a timely fashion). The Client is personally responsible for checking the definitive flight schedule of each route (route and times) at the latest a day before departure. This is possible during the (online) check-in with an airline and for scheduled services also via the website [www.checkmytrip.com](http://www.checkmytrip.com). If BudgetAir.com is informed of a change by an airline in a timely fashion then we contact the Client by telephone or by email. In case of more considerable changes we ask the Client for a confirmation of receipt. We make at least 2 attempts by telephone and/or by email to reach the Client. If we cannot (were not able) to reach the Client in a timely fashion then we reserve the right to accept and process the change on behalf of the Client (the latter to avoid cancellation by the airline). If we were unable to reach the Client on the contact details provided to BudgetAir.com by the Client then the Client should – as explained above – check the definitive flight schedule during the (online) check-in and/or via [www.checkmytrip.com](http://www.checkmytrip.com) at the latest a day before departure.

#### **5. Travel Documents, Administrative and/or Health Regulations**

It is the Customer's responsibility to make sure that he/she is aware of the requirements concerning passport, visa and health regulations relevant to their trip, to comply with them and to pay the associated costs.

It is also important to include all transit points in the travel itinerary that may also require a visa. A valid passport is necessary for all holidays on the Website. Some overseas countries have an immigration requirement that a Customer's passport is valid for a minimum period after the Customer enters that country, generally 6 months. If the Customer's passport is in its final year of validity, the Customer is

advised to confirm the requirements of the destination before making final travel plans. The name on the passport must match the name on the ticket, otherwise the Customer may not be able to travel and insurance may be invalid.

Please note: it can take some time to obtain a visa, so Customers are advised to apply in plenty of time and the Travel Agent accepts no responsibility for Customers who do not possess the correct travel documents.

The name on the passport must match the name on the ticket, otherwise the Customer may not be able to travel and insurance may be invalid. If, after booking a holiday but before travelling, any member of the party changes their name, e.g. as a result of getting married, the Travel Agent must be notified immediately so that they can endeavour to make any necessary changes to the Customer's holiday documentation.

All Customers wishing to enter or transit through the USA under the Visa Waiver Programme (VWP) must apply for authorisation to travel using the Electronic System for Travel Authorisation (ESTA). Please allow sufficient time when making an ESTA application. It is recommended that such an application is made at least 72 hours before departure. For further information, please visit [the US Department of Homeland Security's website](#).

A number of governments are introducing new requirements for air carriers to provide personal information about all travelers on their aircraft. The data will be collected either at the airport when a Customer checks-in or in some circumstances when the Customer makes his/her booking. Accordingly, the Customer is advised to allow extra time to check-in for his/her flight.

For information on visa requirements, Customers are advised to contact the embassy of the country of their planned travel.

The Customer should seek advice on any vaccinations and precautions that may be compulsory or recommended from a health professional – a GP, practice nurse, pharmacist or a travel health clinic – ideally at least 8 weeks before travel.

## **6. Changes and Cancellations**

**Price Changes:** Charges for the services booked can be changed in accordance with the terms and conditions of the Travel Supplier. The changes will be notified and charged as soon as possible.

**Cancellations:** Cancellations, where permitted, can be made on working days via email: [info@budgetair.ca](mailto:info@budgetair.ca) or in writing, and upon the Customer's request. All such requests will be dealt with on behalf of the Travel Suppliers concerned. In the event of cancellation or partial cancellation of a booking by the Customer, compensation may be required from the Customer to cover the costs of travel arrangements already made. In addition to this, charges may be imposed by the applicable Travel Suppliers. Your ability to cancel or modify a booked travel product or service, and the method for doing so, will depend on the specific airline's fare rules or Travel Supplier's terms and conditions. It therefore, may not be possible to cancel or modify some products or services, or there may be specific requirements you will have to meet. Please note that for itineraries built up of different routings and more than one fare base, there may be more than one set of fare rules. In this instance, the most restrictive fare rules will apply. The Customer is responsible for reading all of the fare rules relating to their reservation. Where a cancellation affects more than one person on the booking, any applicable cancellation charge will be applied in respect of each person on the booking. In some cases, compensation for cancellation payable to the applicable Travel Suppliers can amount to the full value of

the travel booked, so that no reimbursement to the Customer is made. Partial cancellation, i.e. cancellation of a particular arrangement, without losing the value of the particular arrangement may not be possible.

If a Customer does not present him/herself at the departure of the trip, no refund will be due to the Customer and the airline will cancel the entire itinerary.

**Changes:** Changes to a booking may only be made on working days by calling the phone number provided to the Customer in the booking confirmation and e-ticket (international charges could apply), and upon the Customer's request. A standard administration fee will be charged by the Travel Agent in respect of each change made. Where a change affects more than one person on the booking, the Travel Agent reserves the right to charge an administration fee in respect of each person on the booking. In order to change a Customer booking, the Travel Agent will normally need to cancel the original booking, which may incur compensation and/or charges imposed by the Travel Suppliers up to the full value of travel booked and Customers, will need to pay for the cost of a new booking. Airlines do not generally allow name changes on flight bookings.

**Restricted Fares:** Unless otherwise stated by the Customer, it is assumed that the Customer requires the least expensive Services. Such Services (e.g. "economy class") may be provided without any possibility of making changes or cancelling. In such cases, the Services cannot be provided in a different manner or at a different time or place to those contracted.

**BudgetAir.com will impose its own standard administration fee in the event of a cancellation or changes to a booking of C\$ 70 per flight, hotel or car booking. The Travel Supplier may also apply its own fee, please refer to the terms and conditions of the Travel Supplier.**

**Reimbursements:** In the event of a refund to the Customer after the above deductions, the relevant amounts will be transferred back by the party that took the original payment (such as BudgetAir.com, a Supplier, or such other party as it may appear in the Customer's credit card or bank statement) to the payment card used to make the original booking. Any booking charges applied will not be eligible for reimbursement. Customers should note that refund of flight bookings may take up to 6 months.

**Refunds:** If it is possible to amend or cancel your Airline Ticket, you should bear in mind that this will always entail a charge. This involves the cancellation and/or amendment costs charged by the airline company and an administration fee. The costs of the amendment and/or cancellation depend on the terms and conditions of the selected airline company and the conditions attached to the selected Airline Ticket. BudgetAir wishes to point out that the costs of amendment and/or cancellation may be as much as 100 per cent of the price of the Airline Ticket. In some cases, these costs may even be higher if the tariff class booked earlier is no longer available. You should take into account that for the handling of a cancellation and/or change Budgetair.com charges C\$ 70 on account of administration costs if the ticket can be cancelled or changed.

If you do not use your Ticket or partly make use of it and refunds can be reclaimed from the airline then Budgetair.com shall, if you do not or can't make use of this possibility, claim these refunds on your behalf after approximately 11 months. After Budgetair.com has claimed the refunds from the airline Budgetair.com sends you a voucher for the amount of the value of the refunds minus the applicable administration costs, which can be used for your next booking at Budgetair.com. Budgetair.com charges an administrative fee of C\$ 40 per Ticket for claiming refunds. A voucher has a validity of 1 year after the issue date.

## **7. Your Right to a Refund: Refund Protect**

As a customer that has completed a booking with us and selected the 'Refund Protect' option, we will provide you with a refund on any unused booking if you are unable to attend the booked event due to any of the list of specified circumstances set out in the link below for which you have made a request for a refund and have provided the information required to support your request, as set out in the link below.

[Click here for more information on Refund Protect](#)

**THIS IS NOT AN INSURANCE POLICY.** Refund Protection is an optional extension to our standard Terms and Conditions of sale and trade, and it provides a right to a refund in certain defined circumstances outlined in the link above.

#### **8. Terms and Conditions relating exclusively to flight & hotel bookings**

**Cancellations or Changes made by the Customer:** If you wish to change or cancel your flight & hotel booking, please contact BudgetAir.com Customer Services on the phone number provided to the Customer in the booking confirmation and e-ticket (international charges could apply). The Travel Agent will endeavour to amend or cancel your booking as far as possible. However, many flights and hotels used in flight and hotel bookings are non changeable and non refundable, and therefore, any change to a flight or hotel may require the purchase of a new flight or hotel booking. The Customer is liable for all associated costs of a new booking. WE STRONGLY RECOMMEND THAT THE CUSTOMER TAKES OUT APPROPRIATE INSURANCE TO COVER ALL SITUATIONS THAT MAY REQUIRE CANCELLATION OR CHANGES TO TRAVEL ARRANGEMENTS.

In the event that you make any alteration to your booking (including but not limited to, cancellations, refunds and amendments), the Travel Agent reserves the right to charge you an administration fee of C\$ 70 per person plus the Customer will be liable for any charges imposed by the Travel Supplier.

**Cancellations or Changes made by the Travel Agent:** The Travel agent reserves the right to make changes to your flight & hotel booking where such changes are required by one of its Travel Suppliers, for example, the cancellation of a flight by an airline. The Travel Agent will notify you as soon as possible, if there is time before the Customer departs. The booking confirmation will show the planned timings as of the dates of confirmation.

If the Customer is notified of any major changes to your flight and hotel booking **after we have confirmed your booking but before you travel**, you can either accept these new arrangements (and cover any additional increase in price from your original booking), buy another flight and hotel booking (and cover any additional increase in price from your original booking) or cancel your flight and hotel booking and receive a full refund from the Travel Agent.

Major Changes shall include, a change in your departure airport or departure flight delay of more than 12 hours; a change in the length of your holiday; or a change in the airport you depart or arrive from (except where the airports are in the same city), a change of accommodation to a lower standard or to a different resort.

In the unlikely event that your booking has to be cancelled, a full refund will be made of all monies previously paid to the Travel Agent, to the person/s who originally paid for the booking.

Should your flight be cancelled, the Customer's rights and remedies will be governed by the airline's conditions of carriage. As a result, the Customer may be entitled to: (a) carriage on another flight with the same airline without additional costs; (b) re-routing to their destination with another carrier without additional costs; (c) receiving a full refund; or (d) some other right or remedy.



The Travel Agent will not be liable to the Customer for any compensation if forced to cancel or make any changes to your flight and hotel booking as a result of events outside their control and which neither the Travel Agent or its Travel Suppliers could reasonably foresee. Such events include; war; threats of war; government intervention; terrorism; riots; civil unrest; natural and nuclear disasters; fire; actual or potential weather conditions; health risks, industrial disputes; technical problems with transport; closed or congested airports; and any force majeure events.

Where as a result of such an event occurring **after your departure** a significant part of your flight and hotel booking cannot be provided, you will be offered a suitable alternative if available. If a suitable alternative is not available, or for good reasons, you do not accept the offered alternative, we will return you to your place of departure. Again, the Travel Agent strongly recommends that the Customer takes out comprehensive insurance to cover such circumstances.

Please note that airlines may charge for additional services (for example, but not limited to, checked baggage, airport check-in, preferred seating, in-flight entertainment (if available) and food, drink and snacks etc.) Any charges for these additional services are not included in the price of your ticket and must be paid to the airline directly. If your flight and hotel booking includes a low-cost flight, please contact our customer support on the phone number provided to the Customer in the booking confirmation and e-ticket (international charges could apply) to add services that can be pre-booked before departure, otherwise please contact the airline directly. Some items can be pre-booked online when making your initial flight reservation on the Website.

#### **9. Financial Conditions and Payment Process**

**Payment:** Unless specified otherwise the prices of the Services shown on the Website are expressed in Euro's, excluding local taxes that may be imposed by some authorities in some countries and for which the Customer is responsible for paying.

Full payment for all flight, flight + hotel, hotel, car rental and insurance bookings (other than any hotel and car-rental pay-on-arrival bookings) is required at the time of booking.

The Travel Agent may be required to pass your card details to the relevant Travel Supplier for fulfillment of the booking. Payment methods other than those stated on the Website are not accepted and no responsibility is accepted for cash or cheques sent through the post.

Before full payment is received, the Travel Agent or the Travel Supplier is not obliged to issue any tickets, confirmations, vouchers or other travel documents. However, in all cases the Customer remains liable for payment of the full amounts for the Services ordered.

Payment can be made by all major credit and debit cards as detailed on the Website. The Travel Agent reserves the right to charge you in addition for any handling fees they or the Travel Supplier incur in relation to bookings made by credit cards. The Customer will be notified of the relevant charges at the time of booking. The Travel Agent reserves the right to pass on any charges relating to card charge backs. If your booking is being paid for with a third party credit card we may require written authorization to be provided by the card-holder.

The Travel Agent or the Travel Supplier reserves the right only to deliver e-tickets, confirmations, vouchers or any other travel documentation to the Customers credit card billing address when requested to do so by the credit card issuer. All email addresses used must be valid at the time of booking.

Further, in an effort to reduce credit card fraud, the Travel Agent reserves the right to carry out random identity checks, including checks of the electoral role, and may request the Customer to either fax or post proof of address, a copy of the credit card and a recent statement, as well as a copy of the Customer passport, before issuing any tickets. Please be aware that these checks are only carried out during Working Hours, and any tickets for bookings made outside of these Working Hours may not be issued until the next working day. The Travel Agent is not responsible for any costs incurred as a result of these checks. Credit card bookings via the Website are 100% secure and to guarantee the privacy of the information provided by the Customer through the Website and in the software used by the Travel Agent, due to the use of various forms of security. Full details are available on our Book Safe and Secure page. Refunds will be processed to the form of payment used at the time of booking. This will be made to the person who made the original booking. When processing a refund for a flight ticket, please be aware that not all taxes are refundable, including fuel surcharge. A tax refund will be processed in accordance with the relevant airlines' refund policy. Taxes do fluctuate in line with exchange rates.

**Payment by credit card:** payment for your flights may be taken directly by the airline. If there are any problems with the Customer payment, the Travel Agent will contact the Customer within 48 hours (or within 24 hours if you are travelling within 48 hours). The Travel Agent will not be liable for any subsequent price increase as a result of payment failure. Any price increase must be paid for by the Customer before the booking can be confirmed. Please note that the airline payment and payment to the Travel Agent will appear as separate transactions on your credit card statement.

#### **10. Customer Service and the handling of complaints**

The Customer may submit a complaint in writing to the Travel Agent at the following address, no later than 30 days after the end of their trip:

Piet Heinkade 55  
1019 GM, Amsterdam  
Netherlands

For any financial claims you must also provide us with original receipts and / or other relevant documents. Excluded are any claims on the basis of the EC Regulation (261/04) on compensation for denied boarding and delay or cancellation of flights. These should be submitted directly with the relevant airline.

If you have a complaint relating to a Travel Supplier and/or hotel during your stay, please ensure that you officially log your complaint with the relevant Travel Supplier and/or hotel prior to your return. Customers may also email to [info@budgetair.my](mailto:info@budgetair.my).

**Denied Boarding, Cancellation or Flight Delays:** Under European law, the Customer has rights in some circumstances to refunds and/or compensation from their airline in cases of denied boarding, cancellation or delay to flights. Full details of the rights will be publicized at European airports and will also be available from airlines. However, reimbursement in such cases is the responsibility of the airline.

**Customer Behaviour:** It is the Customer's responsibility to ensure that you do not behave in a way which is inappropriate or causes offence or danger to others or which risks damage to property. If not, The Travel Agent and/or Travel Suppliers (e.g. airline or hotel staff) may cancel your booking, in which case the Travel Agent and Travel Supplier's responsibility to you will cease immediately and the Customer will not be eligible for any refunds, payments or compensation and/or any reimbursement of any cost or expenses the Customer may incur as a result of such termination. In addition, the Customer will be liable to reimburse the Travel Agent of any expenses they incur as a result of such termination.

**Use of the Website:** The Website is provided on an 'as is' and 'as available' basis. The Travel Agent does not accept any liability in respect to the Customer's ability to access or use the site at any time or any interruption in that access or use or any failure to complete the transaction. The Travel Agent does not guarantee that the Website is free from computer viruses or other properties that may cause loss or damage.

**Content on the Website:** The Travel Agent provides general information on the Website for guidance purposes only. Information may change at any time, and it is the Customer's responsibility to check with the relevant Travel Supplier, destination, embassy or tourist office to confirm the guidance is up-to-date. In particular, with respect to passports, visas and vaccination requirements, which are all the responsibility of the Customer.

The Travel Agent does not guarantee that information on the Website (including without limitation prices, descriptions or dates) is free from errors or omissions but we will use all reasonable endeavours to correct any errors or omissions as soon as is possible once they have been brought to our attention.

### **11. Liability**

The Customer is advised that the airlines' liability for death, personal injury and other damages is normally limited by national law, by an international air transport treaty, or by the airline's own Special Terms and Conditions including their conditions of carriage.

The Customer accepts that where the Travel Agent acts as an interface between the Customer and the Travel Supplier, the Travel Agent will under no circumstances be held liable with respect to services the Customer has booked with one or more Travel Suppliers. The Travel Agent is not liable if and insofar as the Customer is able to claim for damages under an insurance policy such as travel or cancellation insurance.

The Travel Agent will not be liable for any indirect or consequential loss of any kind in contract, tort or otherwise arising out of the Customer's use of this Website or any other travel products or services booked or purchased on this Website.

### **12. Disclaimer**

Except as expressly set out in these Terms and Conditions, all representations, warranties, terms and conditions whether express or implied in relation to this Website or the information contained therein are hereby excluded to the fullest extent permitted by law.

### **13. Applicable Law**

These General Terms and Conditions are governed and construed in accordance with the laws of Canada. Additionally the Customer's accommodation booking may also be subject to local laws, customs and sensitivities, which may change from time to time. The Travel Agent is not liable for any bookings which do not comply with such local laws, customs or sensitivities.

### **14. Privacy**

The Travel Agents Privacy Statement are incorporated into these General Terms and Conditions can be seen in full under 'Privacy' on the home page of the Website, BudgetAir.com.

Budgetair.com partly has data processed by service companies that are involved in the implementation of the agreement for the provision of services. These companies can exclusively proceed in accordance with our instructions and we select these companies diligently. This includes, inter alia, providers of payment systems and companies that perform creditworthy and security checks for us in order that you can choose from several payment options and to avoid problems during the payment and credit fraud.

In this respect we exclusively forward your data to entities that are established within the European Economic Area and that are therefore subject to the strict legislation in the area of data protection of the EU or that are held to comply with data protection at a comparable level.

The Customer agrees that his or her personal data are forwarded to Airhelp. The rights of air passengers have been recorded in, inter alia, Regulation 261/2004 (EU) with which all EU Member States must comply. It determines that under some conditions air passengers are entitled to financial compensation if their flight is postponed or cancelled or was overbooked. If a flight of a Customer whose flight arrives in or departs from a Member State of the EU is postponed or cancelled or was overbooked then Airhelp shall send an email to the Customer with regard to the option of filing a claim with the relevant airline.

### **Final Provisions**

If the Travel Agent does not invoke one of the provisions of the General Terms and Conditions at any one moment, this does not mean that it cannot invoke it at a later date.

If any provision of these General Terms and Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, that provision or part provision, shall to the extent required, be deemed not to form part of this agreement with the Customer and the validity and enforceability of the other provisions shall not be affected.

Every instance of force majeure, including the interruption of means of communication or a strike by carriers, hoteliers, or air traffic controllers, will lead to the suspension of the obligations in the General Terms and Conditions that are affected by the force majeure event and the party affected by the force majeure shall not be liable as a result of the inability to meet such obligations.

**Changes to General Terms and Conditions:** The Travel Agent reserves the right to change or update the Terms and Conditions relating to the use of this Website without prior notice to the Customer. The current version of the Terms and Conditions will be displayed within the Website from the date on which any changes come into effect. Continued use of the Website following any changes to the Terms and Conditions shall constitute the Customer's acceptance of such changes.

**Force Majeure:** The Travel Agent shall not be liable for any failure in the course of this Contract if the same shall arise out of a force majeure event. This shall include without limitation government intervention, wars, civil commotion, hijacking, fire, flood, accident, storm, strikes, lockouts, terrorist attacks or industrial action affecting either the Travel Agent or its Travel Suppliers.

**IATA:** The Travel Agent is also a member of IATA and all flights booked on the Website are subject to IATA terms and conditions which are incorporated by reference. The Travel Agent reserves the right to change the Customer's airline in the event that the airline is blacklisted under EU regulations. Any changes to the actual airline after the Customer has received their tickets will be notified as soon as possible and in all cases at check-in or at the boarding gate.

October 2019