

# Self-Transfer Guarantee Terms and Conditions

Updated on Oct. 14, 2024

We're here to help, and the following guarantee (the "BudgetAir.in Self-Transfer Guarantee") describes our ("BudgetAir.in", "us", "we", or "our" as the context requires) commitment to ensuring you get to your destination as quickly as possible.

The BudgetAir.in Self-Transfer Guarantee is generally applicable to itineraries bought from BudgetAir.in that consist of two or more "legs," which require you to connect from a flight operated by one carrier to a flight operated by a different carrier (a "Self-Transfer Itinerary"). For example, a BudgetAir.in Self-Transfer Itinerary might originate in city A, with a 3-hour layover in city B, and then require a flight onward with a different carrier to city C.

Where the BudgetAir.in Self-Transfer Guarantee is applicable will be clearly noted at the point of purchase and stated on your booking details page.

Using the BudgetAir.in Self-Transfer Guarantee, you are deemed to have accepted and agreed to comply with these Terms and Conditions. Please read these Terms and Conditions carefully (in particular, the bolded sections).

The Guarantee does not apply when you miss a transfer for reasons other than one of the flights within a Self-Transfer Itinerary affected by a flight change, cancellations or delay. See section 5 below for more information.

We may amend these Terms and Conditions from time to time. The date that amendments were last made will be displayed at the top of these Terms and Conditions, and any amendments will take effect upon posting. Every time you wish to purchase a Self-Transfer Itinerary, please check these Terms and Conditions to ensure you understand the terms that apply at that time. The Guarantee is issued by Trip.com Travel Singapore Pte. Ltd., a limited liability company based at 1 Harbourfront Ave, #03-12/13, Keppel Bay Tower, Singapore. We are a global online travel agency.

By claiming this Guarantee, you hereby assign to us your present and future rights, title, and interest in all claims you may have against the relevant airlines in connection with the relevant Trigger Event (including, without limitation, under EU regulation 261/2004) and agree not to enter into any negotiations or accept any offers either directly or indirectly (via a third party) from the relevant airline. See section 6 below for more information.

When using our website or app and purchasing travel products, our [General Terms and Conditions](#) will also apply.

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## Activating a Guarantee

The Guarantee may be activated when one of the flights within a Self-Transfer Itinerary is affected by a flight change, cancellation or delay ("Affected Flight"), reducing the time between the revised arrival time of the affected flight and the immediately following connecting flight to less than 2 hours ("Trigger Event").

You can activate the BudgetAir.in Self-Transfer Guarantee by informing us of the existence of the Trigger Event either by online chat or email using the contact information provided on our website.

For the avoidance of any doubt, when the use of a Guarantee results in booking a new flight and the new flight is operated by a different airline than the original flight, the Guarantee will be deemed as having been used, and BudgetAir.in will not be obligated to provide the Guarantee to any Trigger Event that occurs to the new flight.

The scope and protection the Guarantee provides differ depending on whether the Trigger Event constitutes a "Short Notice Event" or a "Long Notice Event."

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### 1. Short Notice Event

1.1 A "Short Notice Event" occurs when a delay, cancellation or flight change event occurs at any time less than 48 hours before the affected flight's originally scheduled take-off time.

1.2 When a Guarantee is activated based on a Short Notice Event, we'll pull together an alternative travel plan for you as soon as possible. You must reply within 24 hours when we send you the details of our proposed alternative travel plan to confirm whether you wish to accept or reject it. If you're not happy with the alternative travel plan we propose and choose to reject it, we may instead offer you a refund in respect of the affected and unused portion of your Self-Transfer Itinerary per the calculation described in section 1.5 below. Failure to reply to us within 24 hours or to agree with an alternative travel plan or refund before the affected flight's originally scheduled take-off time may result in invalidating the Guarantee.

1.3 In addition to the rights afforded to you under section 1.2, in circumstances where you are notified of the Short Notice Event less than 12 hours before the affected flight's originally scheduled take-off time, you shall be entitled to propose your own alternative travel plan for consideration. When you propose a travel plan for us to consider: (i) we shall approve this at our sole discretion and will not cover the expense of any non-essential or additional services or upgrades included as part of the proposed travel plan; (ii) any subsequent unauthorised changes by you to your travel plan will disqualify you from the Guarantee, and you acknowledge and agree that you will have no claim for performance of it against us in those circumstances. If

we reject a proposed travel plan, you shall be entitled to a BudgetAir.in-sourced alternative travel plan or a refund according to section 1.2.

1.4 In addition to the rights afforded to you under sections 1.2 and 1.3, in circumstances where you are notified of the Short Notice Event less than 4 hours before the affected flight's originally scheduled take-off time and you were unable to contact us (after making reasonable attempts to do so), the Guarantee will permit you to make your own, unapproved booking of flight(s) comparable to the delayed, cancelled, or rescheduled flight(s) in your Self-transfer Itinerary. In such circumstances, BudgetAir.in will, upon receipt of satisfactory evidence of expense, reimburse you the total amount of the unused portion of your Self-transfer Itinerary per the terms described in section 1.5 below.

1.5 When you are entitled to a refund or reimbursement per sections 1.2, 1.4, or 2.2, the value of the unused portion of your Self-transfer Itinerary will be calculated using the formula: (mileage of unused leg(s) / mileage of total trip) × total price paid. For example, if your Self-transfer Itinerary consisted of two legs, each of 500 miles in duration and was purchased by you for GBP500, then the amount of reimbursement you would be entitled to if the first leg was subject to a flight change, cancellation, or delay event would be:  $(500 / 1000) \times 500 = \text{GBP}250$ . Subject to sections 1.6 and 2.3, refunds and reimbursements provided under this section shall be returned via the original payment method. This section is subject to the section on Alternative Transportation to Final Destination below.

1.6 When a Short Notice Event occurs, the following additional services may be requested when contacting us to activate the Guarantee ("Additional Services"):

**Alternative Transportation to Final Destination:** We're happy to consider any suggestions you may have regarding alternative travel methods such as bus, boat, or train. Where possible, we will factor this into the alternative travel plan we propose. If alternative transportation is accepted as part of an alternative travel plan, we will reimburse the cost of alternative transportation up to the amount of or currency equivalent to USD120 per ticketed passenger.

**Alternative Transportation to a Different Airport:** We're happy to cover the cost of airport transfers up to the amount of or currency equivalent to USD120 per ticketed passenger, where this is a necessary part of the alternative travel plan.

**Accommodation Expenses:** If the alternative travel plan involves an overnight connection that results in you needing to stay at the airport for more than 8 hours to make a connecting flight that departs after midnight (12 am), we are happy to reimburse your accommodation expenses up to the amount of or currency equivalent to USD50 per room during that layover period subject to availability and provided that (i) such accommodation is selected and paid for by us via our booking channels; and (ii) transportation to/from the hotel is paid for by you.

**Meal Expenses:** When the agreed alternative travel plan requires you to wait more than 4 consecutive hours in a connecting airport, we will reimburse you for food or meal expenses up to the amount of or currency equivalent to USD15 per ticketed passenger per day.

If you are offered any compensation deemed equivalent to the Additional Services by the airline and/or airport, we shall no longer be obliged to compensate and/or reimburse you in respect to those Additional Services. Additional Services are only available when you agree with our suggested alternative travel plan.

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## 2. Long Notice Event

2.1 A “Long Notice Event” occurs when there is a flight change, cancellation, or delay at any time 48 hours or more from the affected flight’s original takeoff time.

2.2 When a Guarantee is activated based on a Long Notice Event, we’ll pull together an alternative travel plan for you as soon as possible. You must reply within 24 hours when we send you the details of our proposed alternative travel plan to confirm whether you wish to accept or reject it. If you’re not happy with the alternative travel plan we propose and choose to reject it, we may instead offer you a refund in respect of the unused portion of your Self-Transfer Itinerary per the calculation described in section 1.5 above. Failure to reply to us within 24 hours or to agree to an alternative travel plan or refund before the affected flight’s originally scheduled take-off time may result in invalidating the Guarantee.

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## 3. Communications

All notices and communications we send to you will be deemed received on the date and time we first transmit them.

Unless we are advised otherwise, all notices and communications will be sent to the email address and/or phone number associated with your BudgetAir.in user account when the flights were originally booked.

When a notice or communication stipulates that a response is required within a specific timeframe, failure to respond within this timeframe will disqualify the Guarantee.

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## 4. Refunds and Payments

We shall pay all eligible refunds or reimbursements under the Guarantee to the original payment method within 14 business days of receiving all necessary documentation and information. The date that any refund or reimbursement will be paid into your account is subject to the condition of your payment provider.

When you are eligible for a refund or reimbursement, payment will be conditional on receipt of suitable copies of receipts or any other reasonably requested supporting information. Submitting these promptly is to your advantage.

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## 5. Exceptions and Limitations

“Unavoidable Events” refer to extraordinary or unforeseen circumstances and include, but are not limited to, pandemics, acts of God, extreme weather or geological events, political or security issues, unexpected flight safety deficiencies or strikes that affect the operation of an operating air carrier or destination airport.

When Unavoidable Events result in flight change, cancellation, or delay of the first flight in your Self-Transfer Itinerary (i) the Guarantee cannot be relied on for such first flight - under these circumstances, it will be the relevant airline carrier’s responsibility to secure alternative travel arrangements for you. You should contact them directly, and (ii) the Guarantee can be relied on for any subsequent flights in your Self-Transfer Itinerary.

The Guarantee does not apply in circumstances where you miss a transfer for reasons other than one of the flights within a Self-Transfer Itinerary being affected by a flight change, cancellation, or delay, including but not limited to failing to make the transfer in time or being excluded from a flight as a result of your own acts, omissions, fault, or negligence, for example, due to unacceptable behaviour or conduct, health or safety grounds or being in possession of inadequate travel documentation.

The Guarantee shall not apply when airport delays, such as at immigration and passport control or baggage collection, result in a missed flight.

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## 6. Claims

By claiming a Guarantee, you hereby assign to us your present and future rights, title and interest in all claims you may have against the relevant airlines in connection with the relevant Trigger Event (including, without limitation, under EU regulation 261/2004) and agree not to

enter into any negotiations or accept any offers either directly or indirectly (via a third party) with the relevant airline.

By activating a Guarantee, you agree to provide us and our authorised representatives with all reasonable assistance, cooperation, and any requested documentation to allow us to process and enforce any such claims.

You agree that we and/or our authorised representatives may represent you in the enforcement and pursuit of any claims against third parties and that you will provide all reasonable assistance, documentation, and information to allow us to pursue such claims on your behalf. Where we successfully secure any claim on your behalf, you agree we are entitled at our sole discretion to deduct from any award of damages our reasonable costs and expenses incurred in connection with that claim and in fulfilling our obligations to you under the Guarantee.

This section does not apply if you have purchased ancillary products on BudgetAir.in to assist with laws such as EU regulation 261/2004.

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## 7. Other

These Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of them, their subject matter or formation shall be governed by and construed per the law of Singapore, although this shall not deprive you of any mandatory consumer rights of the law of the country in which you are resident in.

You and we both agree that the courts of Singapore will have jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or their subject matter or formation. However, this shall not deprive you of any mandatory right to choose instead to resolve any such dispute or claim in the courts of the country in which you are resident.

Where the original English version of these terms has been translated into other languages, the English version shall prevail in case of any inconsistencies between the versions.

These terms are between you and us. No other person shall have any rights to enforce any of these terms.

If any court or relevant authority finds that part of these terms are illegal, the rest will continue in full force and effect.

Even if we delay enforcing these terms, we may still take steps against you at a later date.