

**Budgetair is part of Travix OTA B.V.**

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**Terms and Conditions Budgetair July 2018**

Budgetair is a trade name of Travix OTA B.V., having its registered office at Piet Heinkade 55, 1019 GM Amsterdam, the Netherlands. Further information about our organisation can be found under 'About BudgetAir' on this site or on [www.travix.com](http://www.travix.com). Our organisation is IATA accredited ([www.iata.nl](http://www.iata.nl)) which means that we, as a travel company, may issue airline tickets on behalf of airline companies, a participant in the Travel Compensation Fund (Stichting Garantiefonds Reisgelden) (SGR no. 1353) ([www.sgr.nl](http://www.sgr.nl)), a member of the Dutch Federation of Travel Organisations (Algemeen Nederlands Verbond van Reisondernemingen) (ANVR no. 04664) ([www.anvr.nl](http://www.anvr.nl)).

**Definitions**

Please read these Terms and Conditions carefully before using the services and website of BudgetAir (part of Travix OTA B.V.). When you have made a booking on the site you are deemed to have accepted these Terms and Conditions. For a description of the definitions applied in these General Terms and Conditions reference is made to Appendix A, which forms an integral part of these General Terms and Conditions.

**Article 1. Additional conditions**

**The ANVR Traveller Conditions apply to this booking, [you can find them here](#). These conditions are an addition to the ANVR Conditions and apply for all bookings as of July 1, 2018. These additions can not affect the rights you have under the law or the ANVR Conditions.**

**Payment agreements**

You pay 100% of the fare when you book a trip with us. Because we are affiliated with the Foundation Garantie Fonds Reisgelden (SGR) your payment is insured and you do not have to worry that we are not being able to execute your journey due to our financial inability. The guarantee scheme of the SGR applies and can be found on [www.sgr.nl](http://www.sgr.nl) (a Dutch website).

**Cancellation by the Customer**

1. If you cancel the travel contract and a regular ticket is part of the total travel sum, the cancellation costs could be at least 100% of the ticket price. If necessary, the ticket price will be specified and we will inform you of the amount.
2. In addition to these costs, we also follow the ANVR cancellation provisions as in article 9 of the ANVR travel conditions are described:

\* In case of cancellation up to the 42nd calendar day (exclusive) before the day of departure: the down payment, but not more than 35%;

\* In case of cancellation up to the 42nd calendar day (inclusive) until the 28th calendar day (exclusive) before the day of departure: 35% of the travel sum;

\* In case of cancellation from the 28th calendar day (inclusive) until the 21st calendar day (exclusive) before the day of departure: 40% of the travel sum;

\* In case of cancellation from the 21st calendar day (inclusive) until the 14th calendar day (exclusive) before the day of departure: 50% of the travel sum;

\* In case of cancellation from the 14th calendar day (inclusive) until the 5th calendar day (exclusive) before the day of departure: 75% of the travel sum;

\* In case of cancellation from the 5th calendar day (inclusive) before the day of departure: 90% of the travel sum;

\* In case of cancellation on the day of departure or later: the full travel sum.

In this context, the travel sum is defined as the price published by or on behalf of the organiser, excluding reservation costs and insurance premiums.

3. If a trip consists of several parts to which different cancellation provisions apply, the relevant cancellation provisions of the service provider apply per component (hotel/flight/car etc.). At the latest at the time of booking, we will notify you whether specific cancellation provisions apply to parts of the trip.

4. If a traveler from a travel party's cancels his/her share in a travel contract for a joint stay in one hotel, apartment, vacation home or other accommodation - cancellation fees do apply. We calculate these cancellation fees on the basis of the stipulations in the next paragraph 5.

5. If the size of the remaining travel party is possible for this accommodation, we will propose to the remaining traveler(s) an appropriate change proposal for the same period and for the new group size in the same accommodation. For the remaining traveler(s) referred, the fare will change according to the accommodation price table. To the possible payment of the changed travel sum our regular payment rules apply. If the change offer is not possible or if travelers do not accept it, the contract will be cancelled for all travelers and cancellation may costs apply.

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

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.



**Privacy Policy:** The Privacy Statement that is also applicable to bookings – together with these General Terms and Conditions - can be seen in full under 'Privacy' on the home page of the Website, <http://www.Budgetair> .

**Changes to General Terms and Conditions:** The Travel Company 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 Company 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 Company or its Travel Suppliers.



#### **APPENDIX A. Definitions**

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

**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:** the client (registered customer) or, the person on whose behalf the services have been agreed and who has accepted that condition.

**Traveler:** the client (registered customer) or, the person on whose behalf the services have been agreed and who has accepted that condition.

**Contract:** The booking or contract/order between the Traveller and Travix.

**Website:** means the <http://www.Budgetair> website. Working days: Monday to Friday from 8am to 8.00pm and Saturday and Sunday from 9am to 4pm, except legal holidays, unless the travel company expressly states that different opening hours apply.