

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

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**Terms and Conditions Budgetair.co.uk July 2018**

Budgetair.co.uk 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 Traveller 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 Traveller 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.

### **Article 3. Delivery of your Booking**

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 0843 22 44 906  0843 22 44 906 (£ 0.10 per minute from a UK landline). All assistance possible will be offered to rectify anything, however, charges may be incurred by both the Travel Company and the Travel Supplier, which would need to be paid by the Customer.

The Travel Company 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.

In rare circumstances, due to ticketing restrictions outside its control, the Travel Company may not be able to pass information about confirmed bookings to the airline to enable them to fulfil the booking. If this occurs we will attempt to notify you within 48 hours of confirmation and organise a refund or arrange an alternative. Where you choose an alternative and it is more expensive than your original booking, you may be responsible for paying the difference.

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.

### **Article 4. 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.

A valid 10-year 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.

British citizens are advised to consult the [Identity and Passport Service](#) for additional information about passport requirements. Non-British citizens are advised to consult their embassy or passport office for information and advice on visa and passport requirements required for the countries they propose to visit (and for return to the UK).

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

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 [here](#).

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.

## Article 5. 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 by email to [info@budgetair.co.uk](mailto:info@budgetair.co.uk), and upon the Customer's request. If the departure is 7 days or less, please call our Customer Call Centre on 0843 2244906  0843 2244906 (£0.10/minute) during opening hours. 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 requirement 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.

## Article 6. Terms and Conditions relating exclusively to packaged flight and hotel bookings

**Cancellations or Changes made by the Customer:** If you wish to change or cancel your flight & hotel booking, please call BudgetAir.co.uk Customer Call Center on 0843 22 44 906  0843 22 44 906 from the UK (£ 0.10 per minute from UK landlines) or +44-2080454031  +44-2080454031 from outside the UK. The Travel Company 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.

## 8. Financial Conditions and Payment Process

**Payment:** Unless specified otherwise the prices of the Services shown on the Website are expressed in Pounds, 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 Company 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.

The Travel Company 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 Company 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 Company 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 Company or the Travel Supplier reserves the right only to deliver e-tickets, confirmations, e-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 Company 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 a representative of Budgetair.co.uk may contact you via phone to confirm details of your booking. These checks are usually carried out during working hours and bookings made outside of these working hours may not be issued until the next working day. If we are unable to reach you, or should you phone number not be working, we will send you an email asking you to contact us. We will not be able to issue any tickets until we have completed this random check. The Travel Company is not responsible for any costs incurred as a result of these checks, this includes any charges made by your credit card or bank etc., to convert either to or from a different currency than GBP when making any transaction on the BudgetAir.co.uk website. 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 Company, due to the use of various forms of security. Full details are available on the Website, please refer to the site map and the section 'Safe and Secure Booking and Payment'.

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 Company will contact the Customer within 48 hours (or within 24 hours if you are travelling within 48 hours). The Travel Company 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 Company will appear as separate transactions on your credit card statement.

## 9. ATOL Regulation

When the Customer purchases a flight and a hotel accommodation and/or car hire for the same trip with us, under the Air Traffic Operators License ("ATOL") scheme, the travel arrangements will be considered Flight Plus and the Customer will be protected provided the following requirements are met:

- a. A flight is sold with overseas hotel accommodation and/or car hire and these are booked either together or separately with the Travel Company.
- b. The flight and overseas hotel accommodation and/or car hire must be booked the same day, or within a day either side each other, but it does not matter which of the items is booked first.
- c. The trip must be over 24 hours in duration or include an overnight overseas hotel accommodation stay.
- d. The flight must originate from the UK or be a flight into the UK where you depart from the UK by another means and then on the same day, the day before or the day after you request to book the flight into the UK.

If a Flight Plus is established and you also book any other tourist services which are not ancillary to the flight or overseas hotel accommodation and which account for a significant proportion of the travel arrangements then these other tourist services are also protected.

The ATOL scheme is governed by The Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 and when you book a Flight Plus, the Travel Company become a Flight Plus Arranger in accordance with the regulations. The Travel Company is a company for the holder of ATOL number 3676 under the name of Emerald Global Ltd. Please see the [Civil Aviation Authority website](#).

In accordance with the regulations, as of 1st of Oct 2012, the Customer will also be issued with an ATOL Certificate which details those travel arrangements which are protected under the ATOL scheme. Your ATOL Certificate will be needed as proof of your protection. It is your responsibility to keep it in a safe place and we recommend you take a copy with you when travelling.

If the Customer cancel any part of their travel arrangements so that the Flight Plus no longer exists then you will no longer be protected under the ATOL scheme.

As a Flight-Plus Arranger, and in accordance with the regulations if the Travel Company become aware, prior to or after your departure, that the third party supplier who is responsible for providing the Product has become insolvent and will not themselves be able to supply you with the Product then we will provide you with suitable alternative arrangements at no extra cost (and if you have already departed and in the case of transport we will provide you with a suitable alternative transport back to the place of departure). If it is not reasonably possible to find alternative arrangements then we will give you a full refund for any unused component of your travel arrangements.

We are not responsible for and not shall we be liable for the performance of the travel arrangements.

In the unlikely event that the ATOL holder become insolvent, and in accordance with the regulations, an alternative ATOL holder may provide you with the travel arrangements or a suitable alternative at no

extra cost. If an alternative ATOL holder can't provide you with the travel arrangements then you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

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


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

Piet Heinkade 55  
1019 GM Amsterdam  
Netherlands

You can also register your complaint via the European Commission's ODR platform. This is a platform set up by the EU for all consumers across Europe.

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 info [info@budgetair.co.uk](mailto:info@budgetair.co.uk) or call 0843 22 44 906  0843 22 44 906 (£ 0.10 per minute from a UK landline).

**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 Company and/or Travel Suppliers (e.g. airline or hotel staff) may cancel your booking, in which case the Travel Company 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 Company 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 Company 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 Company 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 Company 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 Company 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.

## **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 by the laws of England and Wales. The Customer agrees that the English Courts shall have jurisdiction to hear and determine any dispute arising from the interpretation and/or arising here from; however the Customer may choose the law and jurisdiction of Scotland or Northern Ireland if that is where the customer resides.

## **14. Final Provisions**

If the Travel Company 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.

**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.co.uk>.

**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.co.uk> 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.