



## **CheapTickets.co.th - General Terms and Conditions**

Thank you for visiting CheapTickets.co.th ("CheapTickets"). Please review these terms of use, as well as our Privacy Policy (together, "the terms") carefully before using or obtaining any content, or purchasing any products, or services through our website. By accessing and using this website you agree to be bound by these terms. If you do not agree to our terms please do not use our website.

CheapTickets.co.th is managed by Travix Nederland B.V., a limited liability company registered under the laws of the Netherlands, having its registered address at Piet Heinkade 55, 1019 GM Amsterdam, The Netherlands.

CheapTickets.co.th is a trade name of Travix Nederland B.V.

At CheapTickets, we aim to provide you the most comprehensive and useful information available regarding your international flight and related travel plans. You will find information that will allow you to obtain the best available fares and book your flights (always subject to the carriers' terms, conditions and restrictions). We have created and own much of the information you will find on the website; other information is obtained from the air carriers, as well as other third party providers, each of whom own their respective content. We will use commercially reasonable efforts to make sure that all information on the website is as complete and accurate as possible. We will protect all personally identifiable information that you provide to us in compliance with our Privacy Policy. We will use commercially reasonable efforts to prevent viruses from entering the website or coming from it, but we cannot insure that the website will at all times be virus free. CheapTickets grants you the personal right to access and use the website in order for you to plan, book and purchase your airline tickets and to use the information provided in connection with the planning of your personal travel. Except for this limited licence, you are not granted any other rights or licence with respect to this website; we and our third party providers reserve any rights not expressly granted. You may not use the website to provide commercial or travel agency services to third parties.

Further information about our organization can be found under 'About CheapTickets' on this site.

### **Definitions**

For a description of the definitions applied in these General Terms and Conditions, which are capitalized, reference is made to Annex A, which forms an integral part of these General Terms and Conditions.

### **Introduction**

CheapTickets.co.th is an online travel agent which, via its Website, makes bookings in the Traveller's name for Airline Tickets and/or hotel accommodation and/or rental cars and/or business travel and/or



holidays and/or insurance. CheapTickets.co.th itself is expressly not a party to the final Contract for the Provision of Services. CheapTickets.co.th does not act as a travel organiser/tour operator.

CheapTickets.co.th has concluded a collaboration agreement with the partner websites listed below, in accordance with which CheapTickets.co.th takes care of the booking on behalf of the partner website.

- Hotels: via the website of CheapTickets.co.th, executed by Booking.com
- Insurance: via the website of the relevant insurer per the customer's booking

As a travel agent, CheapTickets.co.th is not liable for the correct performance of the Services reserved via its Website. In addition, CheapTickets.co.th cannot guarantee the quality or reliability of the reserved Services or for the proper interoperation of the various components of the reserved Services. These Services are subject to the terms and conditions of the Service Provider involved. Those terms and conditions can be obtained directly from the Service Provider.

The following provisions apply to all Services offered by CheapTickets.co.th. The Customer accepts these General Terms and Conditions (together with the Privacy Policy and Disclaimer) as part of the booking process, after the Customer has had the opportunity to read, print and/or save the terms and conditions. No agreement will be formed between CheapTickets.co.th and the Customer if the Customer has not explicitly accepted these General Terms and Conditions (together with the Privacy Statement and Disclaimer).

#### **Table of Contents General Terms and Conditions**

Article 1	The applicable (General) Terms and Conditions
Article 2	General Information regarding the Contract
Article 3	The Booking Instruction
Article 4	Payment and Delivery
Article 5	Tariffs
Article 6	Liability
Article 7	Amendments or Cancellations by CheapTickets.co.th
Article 8	Amendments or Cancellations by the Customer
Article 9	Submission of Refund Claims
Article 10	Travel documents
Article 11	Booking of flights
Article 12	Baggage allowance
Article 13	Interest and Collection Charges
Article 14	Disputes
Article 15	Intellectual Property Rights
Article 16	Disclaimer

Article 17	Privacy
Article 18	General
Article 19	Applicable Law

### **Article 1: The applicable (General) Terms and Conditions**

In the event that you make a booking via CheapTickets.co.th, the relevant Terms and Conditions of the Service Provider(s) will also apply, alongside these General Terms and Conditions. These can be found on the website(s) of the Service Provider(s) concerned. In the event of complaints regarding (the performance of) the reserved Services, you can only challenge the Service Provider(s) performing those Services on the basis of the relevant terms and conditions.

Below is an overview of the terms and conditions applicable to the Service you have reserved:

- **Scheduled and Low-cost Airline Ticket(s):** This General Terms and Conditions of CheapTickets.co.th apply, and the transportation conditions and ticket conditions of the airline company you have booked. The transportation conditions and ticket conditions of the relevant airline company can be consulted via the website of the respective airline.
- **Airline Ticket(s) for Charter Flights:** General Terms and Conditions of CheapTickets.co.th apply. Furthermore, the travel conditions and ticket conditions of the Charter Company you have booked will also apply.
- **Hotel(s):** General Terms and Conditions of CheapTickets.co.th apply, and the General Terms and Conditions of the Service Providers concerned: Booking.com and the hotel booked.
- **Travel Insurance:** If you make use of our services to apply for travel insurance, the Terms and Conditions of the insurance provider per your booking will apply.
- **Ticket Guarantee:** : If you make use of our services to apply for a Ticket Guarantee, the Terms and Conditions of Conditions the CheapTickets Airline Failure Service will apply.

### **Article 2 — General information regarding the Contract**

The Contract for the Provision of Services will come into existence at the time that the Customer has accepted the General Terms and Conditions that apply to the Contract for the provision of Services, in addition to the applicable Terms and Conditions of the Service Provider and has effected payment. By accepting the applicable terms and conditions, the Customer will be bound by the Contract.

### **Article 3 — The booking order**

#### *Making a booking*

In order to make a booking, you must be at least 18 years of age and must in all other respects be legally competent to make a Booking. If you are not 18 years of age, or over, or are not competent to act on your own behalf, you are not authorised to make a booking and/or to agree with our General Terms and Conditions. If that is the case, CheapTickets.co.th will have the right to deem that the Contract was never entered into in the first place.



If the Customer makes a booking for several persons, the Customer, by concluding the Contract, is declaring that he/she has been explicitly authorised to accept these General Terms and Conditions on his/her own behalf and on behalf of all the members of the group.

It is your responsibility to ensure that all details provided to CheapTickets.co.th relating to yourself — including your payment details — as well as those relating to any other Travellers are correct and complete, and that you have provided all information relevant to the performance of the service, before the Booking Confirmation is drawn up. In addition, you must ensure that any other Travellers listed in the booking take note of all the information, including information regarding the applicable terms and conditions, documentation and other communication between CheapTickets.co.th and yourself. All

information provided to you by CheapTickets.co.th will be regarded as having been transmitted to the other Travellers, on whose behalf the booking has been made.

In the event that any of the personal details submitted by you should change in the interim, you must inform CheapTickets.co.th of this immediately. CheapTickets.co.th reserves the right to impose administration fees in relation to any amendments that are required.

#### *Issuing of Airline Tickets*

Since 2008, it is no longer possible for airline companies affiliated to IATA to issue paper Airline Tickets, and CheapTickets.co.th, as a travel agent, only issues electronic Airline Tickets on behalf of these airline companies. Similar to a paper Airline Ticket, an electronic Airline Ticket will enable you to check in online or at the check-in desk of the airline company concerned. Some (non-IATA) airline companies do not have the facility to issue electronic Airline Tickets. If the Customer has booked a flight via CheapTickets.co.th for which no electronic Airline Ticket can be issued, CheapTickets.co.th will contact the Customer within 48 hours of the booking. CheapTickets.co.th reserves the right to refuse this kind of booking and to refund the sum paid.

#### *Confirmation of an Airline Ticket for a Scheduled Flight*

When booking an Airline Ticket for a Scheduled Flight, the Customer will receive two messages by email. The first email is a Booking Verification, which the Customer will receive within 2 hours of definitively confirming the order on the Website.

The Customer will then receive a second email (Ticketing Confirmation) within 48 hours of payment being received by CheapTickets.co.th. That email message will contain the electronic Airline Ticket.

In the event that the Customer does NOT receive the first email containing the Booking Verification and/or the second email (Ticketing Confirmation) containing the electronic Airline Ticket, the Customer



should immediately contact the customer service department via email ([cs@cheaptickets.co.th](mailto:cs@cheaptickets.co.th)) or Customer Service Hotline +66 2508 8475 (Monday – Friday 8:30-17:30 and Saturday 9:00-16:00)

#### *Confirmation of an Airline Ticket on a Low-cost Airline*

Low-cost Airline Tickets will be issued directly by the Low-Cost Airlines themselves. A Low-cost Airline Ticket can be recognized by the Booking Verification that the Customer will receive from CheapTickets.co.th by email, once he/she has definitively confirmed the Order. The confirmation will actually state that the Airline ticket is a Low-cost Airline Ticket. Unlike when booking an Airline Ticket on a Scheduled Flight, when booking a Low-cost Airline Ticket, the Customer will only receive one email message, which will also serve as an electronic Airline Ticket.

In the event that the Customer has not received a Booking Confirmation within 2 hours of making a booking for a Low-cost Airline Ticket, the Customer should immediately contact the customer service department at CheapTickets.co.th .

#### *Group bookings*

It is not possible to make an online booking for more than 6 persons at a time (this applies in the case of

adults as well as children). If you want to make a booking for a larger number of Travellers, please contact the customer service department at CheapTickets.co.th via email ([cs@cheaptickets.co.th](mailto:cs@cheaptickets.co.th)) or Customer Service Hotline +66 2508 8475 (Monday – Friday 8:30-17:30 and Saturday 9:00-16:00). CheapTickets.co.th may apply an administration fee for the handling of your group booking.

### **Article 4 — Payment and delivery**

#### *Payment*

The total amount owed by the Customer must be received by CheapTickets.co.th within 24 hours of the definitive confirmation of the booking. In the majority of cases, payment must be effected immediately for any booking that is made.

If the Customer fails to effect payment or fails to do so completely or in time, the Customer will be in default and the booking will be deemed to have been cancelled. If the Customer wants to book the Service(s) concerned again, the Customer must bear in mind that different tariffs and conditions may apply.

#### *Delivery*

As soon as the booking has been completed and the full amount owing has been paid, the Airline Ticket and/or Voucher will be issued and delivered to the Customer. CheapTickets.co.th will send the Airline Ticket to the email address specified by the Customer no later than two Working Days after the Customer effected payment. If delivery of the Airline Ticket is not possible because of an error and/or



mistake made by the Customer, including but not restricted to the specification of an incorrect or incomplete email address, neither CheapTickets.co.th nor the Service Provider will be liable for this.

## **Article 5 — Tariffs**

### **The price of an Airline Ticket**

The 'payment' step of the online booking and payment procedure includes a cost overview of the total price. The price of an Airline Ticket consists of the price of the flight per person, plus taxes and surcharges.

Airport taxes depend on the selected airline company, the flight route and the airports at which transfers must be made during a flight. Airline companies and other third parties also impose security and/or fuel surcharges.

The airport taxes and surcharges are also subject to exchange rate differences, among other things. During the booking process, an initial indication of the taxes will be given. When your booking is finalised, the exact amount is shown.

### **Additional fees**

CheapTickets.co.th is entitled to charge additional fees for handling and processing the booking. A number of surcharges may apply in relation to your booking. CheapTickets.co.th will also charge administration fees.

Airline companies may apply surcharges for check-in baggage. The surcharges apply to individual baggage items and differ per airline company. Any surcharges will be displayed during the booking process. In addition, airline companies may apply surcharges for services such as on-board refreshments and checking in at the airport instead of online. The airline company may also charge additional costs for meals and meal preferences, or preferred seats. Travellers are responsible for obtaining information on additional surcharges applied by the airline company.

Airports may charge an additional local departure tax. This departure tax is separate from the Airline Ticket booked by the Customer and is charged locally by the airport (often in the local currency). The level of this departure tax may vary and differs per airport. Neither CheapTickets.co.th nor the Service Provider will be liable for (the payment of) such departure taxes imposed at local level.

### **Optional charges**

You can book the following optional Services at CheapTickets.co.th:



- Flight Ticket Guarantee:

CheapTickets.co.th, you can take out a flight ticket guarantee, for an additional payment of THB ฿500.00. The flight ticket guarantee is a form of insurance cover that ensures that the pre-paid travel cost of your Airline Ticket will be refunded if an airline company defaults, solely in the event that the airline company becomes insolvent. The maximum payout will be THB ฿79300. It is important to bear in mind that this guarantee must be taken out within 7 days of the booking date. If you take out the airline ticket guarantee, the terms and conditions of the flight ticket guarantee will apply.

- The price of your hotel accommodation:

The price of hotel accommodation per room per night includes taxes and surcharges, and excludes any variable costs (depending on use) multiplied by the number of nights of your stay, unless the Website or the partner website indicates otherwise. There is no booking fee for reserving hotel accommodation. In addition, the partner website will state what meals and other facilities are included.

#### **Article 6 — Liability**

CheapTickets.co.th performs its activities as a travel agent/broker with the due care befitting a good Contractor.

CheapTickets.co.th accepts no liability for acts and/or omissions of the Service Provider(s) concerned, or for the correctness of the information provided by this or these Service Provider(s) (whether via the CheapTickets.co.th Website or otherwise).

Nor does CheapTickets.co.th accept any liability if it cannot perform the Contract due to force majeure. Force majeure includes but is not restricted to a failure to fulfill any obligation as a result of unforeseen circumstances that could not have been prevented, despite taking all reasonable precautionary measures. In particular, force majeure is understood to mean delays caused by technical defects in the means of transport, weather conditions, traffic jams, industrial action, acts of war, riots, terrorist threats, blockades, missed connections, overbooking, financial inability of the Service Provider(s) concerned, changes made to the trip by the Service Provider or cancellation by the Service Provider.

CheapTickets.co.th bears no responsibility for photographs, leaflets, advertisements, websites and other information carriers, insofar as these are published under the responsibility of, but are not restricted to the Service Provider(s).

Insofar as CheapTickets.co.th itself fails imputably and the Traveller thereby sustains (in)direct losses or damage (including damage or losses due to loss of travel enjoyment), the liability of CheapTickets.co.th will be limited to no more than the Services invoiced by CheapTickets.co.th.



Liability for losses or damage against which the Traveller is insured (for example pursuant to a travel and/or cancellation insurance policy or a medical insurance policy) and liability for losses or damage that the Traveller sustains while conducting a profession or business (including damage due to missed connections or late arrival at the place of destination) is excluded.

CheapTickets.co.th will not be liable for any promises made by its staff and/or third parties (also including the Service Provider(s) concerned) which constitute manifest deviations from the provisions laid down in these General Terms and Conditions or in the applicable terms and conditions of the Service Provider(s) concerned, unless such promises have been confirmed in writing either by ordinary mail or by email.

CheapTickets.co.th will not bear any liability to provide reimbursement for any indirect losses, including, but not limited to, consequential losses that occur due to the non-receipt or late receipt of information regarding changes to your flight times, flight number and/or flight route, loss of profits, foregone savings and losses attributable to business stagnation, or for any losses or damage suffered by the Customer or the Traveller.

CheapTickets.co.th has no control over the allocation of seats by the airline company. If the Traveller wants a specific seat, CheapTickets.co.th recommends that the Traveller check-in as early as possible with the airline company concerned. CheapTickets.co.th cannot guarantee that the Traveller's wish will be granted.

The information, products and services on this website are provided "AS IS". CheapTickets and its providers expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and security and accuracy, as well as all warranties arising by usage of trade, course of dealing, or course of performance. CheapTickets makes no warranty, and expressly disclaims any obligation, that: (a) the website will meet your requirements or will be available on an uninterrupted, timely, secure, or error-free basis; (b) the content will be up-to-date, complete, comprehensive, accurate or applicable to your circumstances; (c) the results that may be obtained from the use of the website or any services offered through the site will be accurate or reliable; or (d) the quality of any products, services, information, or other material obtained by you through the website will meet your expectations.

Air carriers may be required to make available to the public the terms of their contract of carriage pursuant to Title 14, Part 253 of the Code of Federal Regulations. The circumvention of an air carrier's rules, including practices such as back-to-back ticketing (purchasing two or more tickets with overlapping travel dates in order to circumvent minimum stay requirements) and hidden-city ticketing (purchasing tickets including segments which the purchaser does not intend to use in order to circumvent an air carrier's pricing structure), is prohibited by many air carriers. The use of prohibited ticketing practices



may result in the air carrier taking actions including the cancellation of the ticket, denied boarding, revocation of frequent flyer miles and other benefits, additional charges to the purchaser's credit card, additional charges collected at the airport, or future invoicing. You are responsible for ensuring that your purchases abide by the terms or conditions of purchase imposed by any third party with whom you elect to deal, including terms or condition of purchase set forth in an air carrier's fare rules or contract of carriage.

The Customer agrees to defend and indemnify CheapTickets and any of its providers, and each of their officers, directors, employees and agents from and against any claim, cause of action or demand, including reasonable attorneys' fees, in any action filed or commenced by any third party against CheapTickets as a result of (1) a breach of these Terms, (2) a violation of any law, regulation or the rights of a third party or (3) use of the website.

#### **Article 7 — Amendments or cancellations by CheapTickets.co.th**

Sometimes (combinations of) Tickets and/or Vouchers are offered on CheapTickets.co.th 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 CheapTickets.co.th are posted on the site of CheapTickets.co.th 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 CheapTickets.co.th shall contact you by telephone or by email within three Working Days after the booking. An employee of CheapTickets.co.th can discuss potential alternatives with you. CheapTickets.co.th 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 CheapTickets.co.th on behalf of the Service Provider(s). CheapTickets.co.th 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 Service Providers 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 CheapTickets.co.th via fully automated processes and Tickets and/or Vouchers are printed on the basis of this posted information. CheapTickets.co.th 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 CheapTickets.co.th 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. CheapTickets.co.th 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 CheapTickets.co.th (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 CheapTickets.co.th 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 CheapTickets.co.th 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.

## **Article 8 — Amendments or cancellations by the Customer**

### **A. The amendment or cancellation of an Airline Ticket**

- After booking, an Airline Ticket has in principle been booked definitively and can no longer be amended (change of name, time, date and/or destination) or cancelled. However, there are exceptional cases in which amendment or cancellation will be possible. If you want to amend or cancel your booking, you can obtain information on the possibilities available and the conditions that apply from the customer service department at CheapTickets.co.th.
- If it is possible to change or cancel your Ticket then you need to take into account that this will always bring about costs. This regards the cancellation and/or change costs that the airline charges. The costs of the change and/or cancellation depend on the conditions of the selected airline and the conditions of the selected Ticket. CheapTickets.co.th points out that the costs for a change and/or cancellation can amount to 100% of the price of the Ticket. In some instances these costs can even be higher if the previously booked fare category is no longer available. The administration costs charged by CheapTickets.co.th for carrying out the cancellation and/or change are at your expense. You should take into account that for the handling of a cancellation



and/or change CheapTickets.co.th charges THB1,000 on account of administration costs if the ticket can be cancelled or changed.

- If you do not use your Ticket or partly and repayment can be claimed from the airline then CheapTickets.co.th shall, if you do not rely on this option, claim potential repayment on your behalf after approximately 11 months. After CheapTickets.co.th has claimed the repayment from the airline CheapTickets.co.th sends you a voucher for the amount of the value of the repayment minus the applicable administration costs. With this voucher you receive a discount on your next booking at CheapTickets.co.th. CheapTickets.co.th charges an administrative fee of THB1,000 per Ticket for claiming potential repayments. A voucher has a validity of 1 year.
- If the Customer has taken out cancellation insurance for the benefit of one or more Travellers and the reason for cancellation is covered by the conditions of the cancellation insurance, the Customer must still pay CheapTickets.co.th the administration fee charged, in addition to the premium for the cancellation insurance taken out. An exception is made for Airline Tickets for which the cancellation costs are 100 per cent: in this case no more than 70 per cent of the ticket price is paid out. The administration fee and any payment charges (using a credit card or another payment method) and the flight ticket guarantee will not be refunded. The refundable amount will be transferred to the Traveller as soon as CheapTickets.co.th has received that amount from the insurance company.

#### B. Amendment or cancellation of a hotel booking

- It is not always possible to amend or cancel a hotel booking. If you want to amend or cancel your booking, you can contact CheapTickets.co.th for information on the possibilities available and the conditions that apply. Amendment or cancellation of a hotel booking must be made via Booking.com directly.

#### Article 9 — Submission of refund claims

If the Airline Ticket can be cancelled, a refund application must in principle be submitted within one year of the original departure date, unless the airline company stipulates otherwise. Any refundable amount will be paid back into the account/credit card with which the Customer effected payment, but only once CheapTickets.co.th has received the refund amount from the airline company. On average this takes two to three weeks, but in some cases this takes considerably longer and may involve a period of six to twelve months.

**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.

#### **Article 10 — Travel documents**

You are expressly responsible for correctly specifying (personal) details that are required in order to bring about and execute a correct booking. If the personal details change in the meantime, the Traveller must notify CheapTickets.co.th immediately. CheapTickets.co.th reserves the right to charge a fee for any amendments to a Traveller's personal details.

CheapTickets.co.th hereby emphasizes Customer that the Traveller's first name (given name) and surname as stated in his/her passport must be specified as passenger details in the booking process. There is also no need to state "spouse of" or "widow of" during the booking process.

Examples:

- Mr. Somchai Tao would enter under First name (Given name): Somchai and under Surname: Tao

– Mr Willem van Beek would enter under First Forename: Willem and under Surname: van Beek

– Ms Karin Maria Jansen, spouse of van Beek, would enter under First Forename: Karin and under Surname: Jansen.

Do not include any punctuation, hyphens (-) or accents.

For example: For “Müller”, you should enter “Muller”.

In the event that the Traveller uses an Airline Ticket in which his/her name is not stated correctly, this may result in the airline company refusing carriage. If it is established after confirmation of the booking on the Website that the name is wrong or has been misspelt, the Traveller must contact the customer service department at CheapTickets.co.th via email ([cs@cheaptickets.co.th](mailto:cs@cheaptickets.co.th)) or Customer Service Hotline +66 2508 8475 (Monday – Friday 8:30-17:30 and Saturday 9:00-16:00) subject to whether airline permits such amendment. Fees will be charged in all cases involving amendments to details relating to an existing booking. CheapTickets.co.th will charge an administration fee of THB1,000. The airline company may also impose amendment charges of its own. CheapTickets.co.th cannot give any guarantee that the airline company will accept the amendment of the name details.

You are responsible that you are traveling in possession of all correct and valid travel documents. For completeness sake; travel documents mean all documents that are (can be) required for the entry of a country at the time of your trip. In any case (but not limited to) is meant by travel documents: passport, visa, vaccination certificates, and birth certificates, extracts of origin and consent form(s). It is therefore



very important to check several times before departure if you obtained all necessary travel documents. Local regulations in this area change regularly. If your travel documents are incomplete or invalid, access may be denied to your flight. CheapTickets accepts no liability whatsoever if the Traveller does not have valid travel documents.

For a transition on an airport only you must take into account that travel documents (inter alia passport, visa, vaccination certificates, birth certificates, extracts population and consent form(s) etc.) may be required as well. For more information about this CheapTickets.de refers you to the Ministry of Foreign Affairs and the visa services website where you can find the necessary and timely information per destination. CheapTickets.de accepts no liability if the Traveller does not have valid travel documents on steps over.

You must bear in mind that many countries demand that your passport should be valid for a further six months after your stay. You must also bear in mind that applying for a valid visa may take some time. CheapTickets.co.th therefore recommends that you apply for a visa as soon as possible after you have booked your Airline Ticket. CheapTickets.co.th will not accept liability if the Traveller does not hold valid travel documents.

For further information in this regard, CheapTickets.co.th recommends consulting the website of Ministry of Foreign Affairs of The Kingdom of Thailand under [www.mfa.go.th](http://www.mfa.go.th) which will provide you with the necessary and up-to-date information relating to each individual destination.

CheapTickets.co.th requires you to be aware of the fact that vaccinations and/or malaria tablets are necessary for a large number of foreign destinations. If you have not had particular vaccinations, you may be denied access to a country. Vaccinations may also be required in the event of a short stay, such as a transfer. Various authorities can inform you about the risks of diseases in (sub-)tropical countries and the available vaccinations against those diseases. For advice on vaccinations or diseases, you can contact the Travel Health Service by Department of Health, The Government of the Kingdom of Thailand, a vaccination bureau in your region, or your family doctor.

If you are travelling to or transiting the USA, and want to make use of the Visa Waiver Program (VWP), you must ask for permission to use the Electronic System for Travel Authorization (ESTA). You should do so as soon as you have booked an Airline Ticket and/or hotel, and no later than 72 hours before departure. After that, you can still apply for ESTA travel permission, but if permission is refused, you may not have enough time to apply for the required visas. Application costs will be at your expense and must be paid by credit card. Travel to the United States of America is not permitted without an ESTA. For further information on the application and on your eligibility for the Visa Waiver Program, please visit [the ESTA website](#).



CheapTickets.co.th requires all passengers travelling to and from the United States of America to be aware that your details will be accessible to local authorities in order to carry out security checks required by law. ESTA will use your details for security purposes only.

### **Article 11 — Booking of flights**

Once you have booked an Airline Ticket, the airline company concerned will be responsible for the booking, and the travel information — as well as the personal details required for the execution of the trip — will be stored in the Service Provider's booking system.

### **Checking in**

It is the Traveller's responsibility to check in with the relevant airline company in time. A number of airline companies offer a pre-departure online check-in facility via the website. We recommend that you consult the website of your airline company, in order to see whether that type of facility is available for the flight(s) you have booked. In the case of a number of airline companies, checking in online is actually compulsory. For the latest information, we recommend contacting your airline company.

We recommend that you check in well before the scheduled departure time and go through the (central) security check in time. If you miss your flight, it will not be possible for the cost of your Airline Ticket to be refunded.

As a general guideline, we recommend the following check-in times:

- Asian destinations: at least two hours prior to departure;
- For destinations outside of Asia: at least three hours prior to departure
- For destinations subject to stringent security checks, such as, but not limited to, the United States of America and Israel, a minimum check-in time of 3 hours prior to departure applies.

### **Pregnant women**

The airline company is free to refuse pregnant women, depending on the stage of pregnancy. Please consult the terms and conditions of the selected airline company for further information. Alternatively, you can contact the customer service department at CheapTickets.co.th.

### **Passports for babies**

For more information on this subject, CheapTickets.co.th advises you to visit the website of Ministry of Foreign Affairs of The Kingdom of Thailand under [www.mfa.go.th](http://www.mfa.go.th)

### **Traveling with babies**

In the airline industry, a baby is a small child that has not yet reached the age of 2 years on the date of the flights concerned, either on the outward or the return journey. In general, an adult Traveller is permitted to travel with one baby. Sometimes, it is permitted for an adult to travel with more than one baby, however this will depend upon the airline company you have chosen. A baby is not entitled to a



seat of its own. During the journey, the baby must travel on the adult's lap. For further information, please contact the customer service department via email ([cs@cheaptickets.co.th](mailto:cs@cheaptickets.co.th)) or Customer Service Hotline +66 2508 8475 (Monday – Friday 8:30-17:30 and Saturday 9:00-16:00) at CheapTickets.co.th.

#### Unaccompanied children

You must also bear in mind that children travelling on their own (usually under the age of 16) will not be carried by the airline company. For further information, please consult the terms and conditions of the selected airline company. Alternatively, you can contact the customer service department via email ([cs@cheaptickets.co.th](mailto:cs@cheaptickets.co.th)) or Customer Service Hotline +66 2508 8475 (Monday – Friday 8:30-17:30 and Saturday 9:00-16:00) at CheapTickets.co.th.

#### Flight times, flight numbers and flight routes

The flight times, flight numbers and flight routes notified to the Customer at the time of booking will always be subject to amendments, are not guaranteed by CheapTickets.co.th and may therefore be subject to change at any time. It is therefore extremely important to check the actual travel itinerary, 24 hours before departure. You can view your itinerary at the following section: “My Trip” under [www.cheaptickets.co.th](http://www.cheaptickets.co.th). CheapTickets.co.th will not bear any liability in the event that the Traveller suffers any losses as a result of changes effected by the airline company. CheapTickets.co.th will endeavor to inform the Customer in time of changes to flight times, flight routes and/or flight numbers. That communication will be sent exclusively to the email address specified by the Customer to CheapTickets.co.th at the time of the booking.

#### Compulsory sequence of itinerary

An Airline Ticket consists of one or more coupons. Each of these relates to one part of the journey, as stated on the itinerary. The tariff paid by the Customer corresponds to the itinerary as stated on the Airline Ticket. The use of the entire itinerary stated on the Airline Ticket forms an essential part of the contract of carriage between the Customer and the airline company. The Traveller is required to adhere to the travel route stated on the booking. The cancellation or non-use of individual coupons of the trip is not permitted. An Airline Ticket will not be accepted if one or more coupons are not used in the order in which the coupons were issued, starting with the place of departure as stated on the Airline Ticket. If the Traveller fails to turn up for one of the flights, Airline Companies will regard the Traveller as a "no show", which will cause his/her onward flights to be cancelled, without any compensation being payable. If you have booked a flight from Dusseldorf, via Amsterdam to New York, you cannot therefore join the flight in Amsterdam.

#### Travelling with train tickets

If you have a train ticket for travel to or from the airport, you are obliged to complete that part of the journey you have booked by train. You can collect your train ticket and seat reservation at the special ticket desks at your station of departure, by showing your Airline Ticket and valid proof of identity. Please consult the website of your airline company for details of the various stations where you can begin your



journey. In the majority of cases, train tickets can be collected from the designated ticket desks no earlier than 4 hours before the departure time of the train. It is important to arrive on time, as you may need to wait in a queue. You should make sure that your train ticket is stamped by the conductor on the train: if you are taking a flight after travelling by train, you will be required to show your train ticket at the check-in desk at the airport.

#### **Article 12 — Baggage allowance**

The permitted dimensions and weight of items of baggage are different for every airline. For precise details regarding the baggage allowances that apply to your booking, please visit Baggage Information section append to every itinerary selection of search result page or contact the customer service department of the airline concerned. In some cases, the airline company may make additional charges for accompanying baggage. These will be displayed during the booking process.

#### **Article 13 — Interest and recovery costs**

Any Customer who has not fulfilled his/her obligation to effect payment to CheapTickets.co.th in time will owe statutory interest on the amount still owing, unless the terms and conditions of the Service Provider concerned prescribe a higher interest rate.

Furthermore, the Customer will be obliged to reimburse all the extrajudicial costs incurred within reason by CheapTickets.co.th or the Service Provider.

#### **Article 14 — Disputes**

Complaints submitted by a Traveller in relation to the order carried out by CheapTickets.co.th must be submitted to CheapTickets.co.th in writing, either by ordinary mail (Q House Lumpini, 1 South Sathorn Rd, Tungmahamek, Sathorn, Bangkok 10120, Thailand), or by email ([cs@cheaptickets.co.th](mailto:cs@cheaptickets.co.th)) within one month of the date on which the Traveller becomes aware of the facts to which the complaint relates.

Within one month of the date on which CheapTickets.co.th receives the complaint, the Traveller will receive a written substantive response.

#### **Article 15 — Intellectual property rights**

The Website, the content of the Website, with the exception of material supplied by third parties, and the CheapTickets.co.th brands, are protected by intellectual property rights. Those items may not be used without the prior consent of CheapTickets.co.th, notwithstanding any exceptions permitted in accordance with the law.

#### **Article 16 — Disclaimer**

The Customer acknowledges and declares that by accepting these General Terms and Conditions he/she also accepts the disclaimer. CheapTickets will not be liable for any damages, arising out of or related to the use of, the inability to use, or the use of this website or a linked website as a starting point. We make



every effort to ensure the construction and operation of this website. All special offers on this website are free of obligations and no rights can be derived from these special offers.

Additional restrictive conditions of the service provider concerned may apply to all special offers on this website. CheapTickets will neither accept liability in the event that this information is missing, is incorrect or incomplete, nor if special offers on this website contain incorrect or incomplete information. The information on this website is no expansion or adjustment of a possible contractual relation with the user, unless there is specific reference to this information on this website in the user's agreement.

#### **Article 17 — Data protection**

When making a booking on the Website the Customer will provide personal details - including payment details - relating to all Travellers on whose behalf the booking is made. CheapTickets.co.th (as a travel agent) needs these personal details in order to execute the Contract and the information is necessary for the formation and implementation of the agreement between the Customer and the Service Provider(s). CheapTickets.co.th will forward the personal details to the relevant Service Provider(s). Furthermore, CheapTickets.co.th uses cookies on the Website. For more information on how we process your personal details, we would like to refer you to our [Privacy Statement](#), which may be amended from time to time.

CheapTickets.co.th 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.

This website uses so-called "Cookies" in order to record internet usage information. A cookie is a text file that can be sent to the user's computer via this website, after which it can be stored on the user's computer. These cookies serve to help users find the requested information and to tailor each visit to this website to individual preferences. A user can choose not to accept the storage of cookies on his / her computer, by setting the used internet software accordingly. As a consequence the user may not have access to some pages on this website.



#### **Article 18 — General**

The original text of these General Terms and Conditions was drawn up in the English language and will always prevail for the purpose of interpreting the stipulations contained herein.

If any stipulation contained in these General terms and Conditions is invalid, non-binding, null and void, or subject to annulment, the validity of the remaining stipulations will remain unaffected. As soon as possible after the invalidity, nullity or liability to annulment of a provision has been determined, CheapTickets.co.th will provide a new stipulation that is, in fact, valid.

If you object to any provision of these terms or any changes to these terms or become dissatisfied with the website in any way, your only recourse is to immediately terminate use of the website. All contents of this website are: ©CheapTickets. All rights reserved. CheapTickets is not responsible for content on external websites. CheapTickets and the CheapTickets logos are registered trademarks of Travix Nederland B.V. in the U.S. and in other countries. Other logos and company names mentioned herein may be the trademarks of their respective owners.

We encourage you to share your comments and questions with us. Please remember that you are responsible for whatever material you submit, including its reliability, originality, and copyright. Please do not reveal trade secrets or other confidential information in your messages. Any and all rights to materials submitted to us become the exclusive property of CheapTickets.

CheapTickets is a registered seller of travel in the State of California, USA. California registration number: 2081741-40. Registration as a seller of travel in California does not constitute the state's approval.

Access and use of our website is subject to acceptance of The Terms and Conditions below. By accessing and using this site or any of its services, you are agreeing to all the terms, conditions, and notices in this site.

CheapTickets.co.th reserves the right to amend these General Terms and Conditions. During the booking process, the most recent version of these General Terms and Conditions will always be available for downloading.

#### **Article 19 — Applicable Law**

The Contract between CheapTickets.co.th and the Customer is governed exclusively by the laws of the State of California, U.S.A.. These Terms are governed by the laws of the State of California, U.S.A., without regard to its conflict of laws rules. You hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in Santa Clara County, in the State of California, U.S.A. for the resolution of any disputes arising out of or relating to these terms, your use of the website and any purchase of products or services from CheapTickets. The parties expressly exclude the United Nations Convention on Contracts for the International Sale of Goods.

## **Annex A**

*General Terms and Conditions:* this term refers to the present General Terms and Conditions for bookings, which are adjusted or amended from time to time.

*Booking Confirmation:* this is the moment at which the Customer completes the online booking process and accepts the General Terms and Conditions applicable to the Contract for Services as well as the applicable terms and conditions of the Service Provider. By accepting the applicable terms and conditions, the Customer will be bound by the Contract. The Booking Confirmation will be sent to the Customer's specified email address.

*Charter Company:* a company offering charter flights. Charter flights are flights that do not take place in accordance with a regular schedule, but on behalf of one or a number of Customers that wish to enable a group of people to travel together.

*Service(s):* the Service offered on the Website, which is provided by the Service Provider.

*Service provider:* the transport provider, accommodation provider or other provider of Services in the area of travel, in the broadest sense of the word, with which the Customer enters into an agreement to provide transportation, accommodation or other services, and which, in accordance with its applicable Terms and Conditions, is responsible for the performance of those Services.

*Scheduled Airlines:* these are airline companies whose flights depart in accordance with a set timetable.

*Low-Cost Airlines:* these are airline companies which try to save money in all sorts of ways and pass on that benefit to the consumer, which means that Airline Tickets can often be offered for (extremely) low prices. Those flights offered at low prices are primarily offered to destinations located inside Europe.

*Contract:* the Contract for Services between the Customer and CheapTickets.co.th, whereby CheapTickets.co.th acts as a travel agent and undertakes to provide the Traveller(s) with brokerage services in the area of travel, in the broadest sense of the word.

*Customer:* the party making a booking at CheapTickets.co.th.

*Traveller:* the Customer (notifier) or the person for whose benefit the Services performed by CheapTickets.co.th were stipulated and who has accepted that stipulation.

*Entry Ticket:* a document issued for or on behalf of the Service Provider, providing entry into the Event that has been booked.

*Airline Ticket:* a ticket (electronic or in paper form) issued by or on behalf of the airline company as the Service Provider, once the booking and payment process has been completed in full. For the purpose of these Terms and Conditions, an electronic ticket will be regarded as the equivalent of an e-ticket.

*CheapTickets.co.th:* a part of Travix Travel (Thailand) Co. Ltd, a limited liability company registered under the laws of Thailand, having its registered address at 30th Floor, Singha Complex, 1788 New Petchaburi Road, Bangkok, Huai Kwang, Bangkok 10310, Thailand, which conducts the business of a travel agent in the area of travel. In its capacity as a travel agent (and also a broker), CheapTickets.co.th advises, provides information and brokerage leading to the conclusion of contracts in the area of travel.

*Voucher:* a coupon that CheapTickets.co.th provides electronically to the Customer on behalf of the Service Provider(s), not being the Airline Ticket, and which counts as proof of payment for the Service booked.



*Website:* [www.CheapTickets.co.th](http://www.CheapTickets.co.th)

*Working Days:* Monday – Friday 8:30-17:30 and Saturday 9:00-16:00

April 2021