

## **General Terms and Conditions**

### **Version 1.2.2 2019/2020**

General Terms and Conditions of TIX.nl B.V., also acting under the names Tix (Tix.nl, Tix.be, Tix.es, Tix.pt, Tix.fr, Tix.com.gr), Gate1 (Gate1.nl, Gate1.ca, Gate1.ch, Gate1.at, Gate1.co.uk, Gate1.com.sg, Gate1.com.tr, Gate1.ae, Gate1.ie, Gate1.my) and Flighttix (Flighttix.se, Flighttix.no, Flighttix.fi, Flighttix.dk, Flighttix.it, Flighttix.pl, Flighttix.de), filed at the Chamber of Commerce under number 50031600.

When you make a reservation, you have agreed to our General Terms and Conditions:

### **Tix/Gate1/Flighttix services**

1.1 Tix/Gate1/Flighttix can make a reservation for you and provides this service on your instructions. For instance, Tix/Gate1/Flighttix can make reservations for you for individual airline tickets and other travel related products including car hire and hotel rooms and it can act as your intermediary for taking out associated insurances. As your contractor it formulates a travel agreement between you and your chosen service provider. Tix/Gate1/Flighttix is not a party to the ultimate travel agreement between you and the service provider. You are bound to your obligations to Tix/Gate1/Flighttix and the service provider after the assignment has been given, regardless of the moment at which a confirmation is provided.

1.2 Tix/Gate1/Flighttix is not liable for the proper performance of the services it has reserved for you. These services are usually governed by the terms of delivery of the respective service provider, for instance the airline company or the hotelier. You can obtain these terms directly from the service provider.

1.3 The travel agreement between you and the service provider is formed by the respective service provider accepting your offer. You do not have the right to withdraw from the reservations made on your instructions, since this is excluded for services with regard to accommodation, transport, car hire services and services with regard to leisure activities.

1.4 Tix/Gate1/Flighttix is not liable for the proper performance of the services it has reserved for you. The services reserved by its mediation are usually governed by the terms of delivery of the respective service provider, for instance the airline company or the hotelier. Tix/Gate1/Flighttix is obviously responsible for the proper handling of its service provision.

1.5 The person who makes the reservation must be aged at least 18. By making a reservation via Tix/Gate1/Flighttix, you are aware of the applicable terms and conditions and you agree to these terms and conditions.

### **Information provision**

2.1 You yourself are responsible for providing the information required to realize and carry out a proper reservation. This is for instance the provision of the correct names, e-mail address and telephone number of the passengers. When travelling, you yourself are also responsible for being in possession of the appropriate and valid (travel) documents (passport, visa, vaccination certificates, driving license). You must take into account that a visa can also be required for a country in which you make a transfer or a stopover.

2.2 In addition, as a traveler you are yourself responsible for being present on time at the airport and being able to check-in for flights. We recommend our travelers always to be present at least 3 hours prior to your flight, since airline companies usually close the check-in counter one hour before departure. If you have not been checked in and the check-in counter is closed, you will no longer be admitted on to the flight.

2.3 If you have booked a single journey it is necessary that you obtain proper information from the Embassy or the Consulate about any formalities required. You buy a single ticket at your own risk. You cannot assume that persons below the age of 16 can travel unaccompanied. You yourself are responsible for obtaining the proper information.

## **Travel sum and payment**

3.1 You can pay us in the various ways indicated on our website. In order to prevent credit card fraud, you must specify the correspondence address of the address details of the credit card holder known by the bank. In some cases, we will ask additional information about your credit card. For example, this could be sending a copy of the passport and/or a copy of the credit card.

3.2 The published travel sums apply per person or per booking and only include the services and provisions as described in the packages in the publications of the service provider.

3.3 The amount of the published travel sums is based on ticket prices, exchange rates, fuel prices, levies and taxes, as they were known by the service provider at the moment of publication.

3.4 Tix/Gate1/Flighttix reserves at all times the right to revoke the rates given within five working days after your reservation. This might for instance be caused by computer failures or unexpected changes in airport taxes and security taxes. In the event of a package tour Tix/Gate1/Flighttix at all times reserves the right to increase the travel sum up to 20 days before the commencement of the trip, in connection with changes in the transport costs including fuel costs, the levies payable or the applicable exchange rates. If this happens, we will indicate the way in which the increase has been calculated. Should the total amount of your reservation unexpectedly end up higher because of this, the reservation can be cancelled free of charge or you can still confirm the reservation at the higher price with an additional payment.

3.5 Some airports and airline companies apply local departure taxes, in particular in the Asia, Central and South America and New Zealand. In this connection no distinction is made between low-cost carriers or scheduled airline companies. These departure taxes are not levied by Tix/Gate1/Flighttix but separately at the departure airports on the order of the local authorities. You yourself are responsible for paying these fees/taxes (locally).

## **Tickets**

4.1 After you have made a reservation and the full amount has been paid, we will proceed to issue a (flight) ticket for the services you reserved. Your ticket is an electronic (flight) ticket which we send via email to the e-mail address you have provided, at the latest 22 working days after payment. No physical ticket will be provided.

4.2 The right to withdraw is excluded for services with regard to accommodation, car hire services and services with regard to leisure activities and transport. This means that you can

no longer dissolve the agreement free of charge. If you want to cancel your booking, you have to pay the costs of the service provider, which in many cases is 100% of the travel sum. Next to that, we charge administration costs (Addendum 1.1) per traveler/ticket.

4.3 In the global reservation systems for flights sometimes (combinations of) airline companies are offered for which it is impossible to issue an e-ticket because these airline companies do not have a ticketing agreement with each other or because these airline companies are not official members of IATA. In these cases, an employee at our contact center will contact you within five working days after the booking in order to discuss any alternatives. Tix/Gate1/Flighttix reserves the right to refuse these bookings and to refund the travel sum paid in advance.

4.4 Combination of separate one-way tickets. A combination of two or more separate one-way tickets in on booking/reservation, is marked as such during the booking procedure, under the 'Flight details'. These separate one-way tickets are treated completely independent from one another, in the event of schedule changes, cancellation, change, strikes, et cetera. The conditions and regulations of each individual airline involved in the combination booking, are applicable to the corresponding one-way flight. You cannot claim so-called 'protection' with the airline, in case of any disruption in one or more separate one-way tickets (of which partially described above). (Flight tickets with different booking reference numbers are always regarded as journeys that are independent of each other)

## **Liability**

5.1 In carrying out its activities, Tix/Gate1/Flighttix will observe the due care of a proper contractor.

5.2 Notwithstanding the provisions set out above Tix/Gate1/Flighttix does not accept any liability for acts and/or omissions of the respective service provider(s), nor for the accuracy of the information provided to you directly by these service provider(s). Tix/Gate1/Flighttix is not responsible for photographs, folders and other information material that you receive directly from the service provider(s).

5.3 To the extent that Tix/Gate1/Flighttix itself fails attributably and the traveler suffers damage because of it, the liability will be limited to not more than the costs of the services invoiced. In any event Tix/Gate1/Flighttix will not be liable for so-called consequential loss.

5.4 Tix/Gate1/Flighttix will not be liable in any event for damage against which you are insured (for instance by taking out a travel and/or cancellation costs insurance or a healthcare insurance) and for damage suffered by you in connection with acting in the course of a profession or business (including damage due to missing connections and/or not arriving on time at the destination).

5.5 Tix/Gate1/Flighttix is not responsible for any undertakings of its personnel and/or third parties, which deviate in a clearly recognizable way from the conditions stipulated in these General Terms and Conditions or in the terms and conditions of the responsible service provider, unless such undertakings are afterwards confirmed in writing by the board of Tix/Gate1/Flighttix.

5.6 No provision in these General Terms and Conditions shall limit the rights accruing to you under Title 7A of the Dutch Civil Code in the event that you purchase a package tour from Tix/Gate1/Flighttix.

## **Cancellations/amendments**

6.1 Any cancellations and/or amendments to the reserved service(s) can only be made by the airline or at the request of the client. If by the airline or at the request of the client a cancellation or amendments are made to reservations already made, the associated fees/costs will be charged. Apart from the cancellation costs or amendment fees charged by the service provider, Tix/Gate1/Flighttix also charges administration costs (per traveler/ticket, per event). Please note: the travel companion can only make an amendment for him- or herself. The person who made the booking (main booker) can amend and/or cancel the entire trip. For exact administration costs, please see addendum 1.1.

6.2 A flight ticket has a maximum period of validity of 1 year. It depends on the conditions of the rate of your ticket what the maximum stay is and whether you can extend this, possibly by additional payment.

6.3 Any cancellation must be sent via e-mail form. This e-mail form must be sent at the latest 3 working days after the event giving rise to the cancellation, but at least 5 working days before departure. This reservation must be cancelled by the person who made the reservation. Tix/Gate1/Flighttix will subsequently indicate how much the cancellation costs are. After having received the cancellation costs the person who made the reservation must indicate definitively whether cancellation of the booking is required. In all cases you must await our acknowledgement of receipt of your cancellation request, which will indicate that your cancellation has been received by us and is being processed by us.

6.4 You can ask our help desk in advance how much the costs of the cancellation or amendment of the respective service provider are.

6.5 Cancellation costs are at your expense, but this may be different in the event of a package tour. If the cancellation costs of your ticket are not 100%, we can submit the ticket to the service provider for a (partial) refund. The ticket must be returned for cancellation within 1 year after date of issuance, otherwise the ticket will have lapsed, and a refund can no longer be granted. The amount to be refunded will be transferred to you as soon as we have received the amount from the service provider. This takes on average 3 to 6 months but in some cases, it can take considerably longer (6 to 12 months). Tix/Gate1/Flighttix has no influence whatsoever on this process.

6.6 If your cancellation is covered by your travel insurance which you took out via us, you can submit a claim for payment under that insurance. You always claim directly with the insurer. The amount to be reimbursed will be paid directly by the insurer to you.

6.7 If a refund on your tickets is repaid according to the conditions of the service provider, this will be the amount of the tickets including any tax, but excluding the mediation fees or reservation costs, ticket surcharges and any other products you purchased from us. If you are eligible for a refund of your package tour according to our conditions, this will entail the entire or partial travel sum including the mediation fee or reservation costs, ticket surcharges and any other products you purchased from us.

## **Flight tickets: check your current travel schedule before departure**

7.1 It may happen that the airline company makes a change to your travel schedule. The airline company is entitled to do so at any time, but it must provide you with an alternative. To provide a proper service we will send these schedule changes as soon as possible to the e-mail address you specified. We are not liable if these e-mails do not reach you or do not reach you in time for any reason whatsoever.

7.2 That is why you yourself are responsible for consulting your current travel schedule in any event at least 2 days before departure of every flight. You do so by checking both the website of the airline and the airport of departure.

## **Several important terms of delivery of airline companies**

In accordance with providing advice and information we indicate below several important terms of delivery which all airline companies apply:

8.1 With a return ticket you cannot only use the return flight(s): If you do not use the outward trip, your return trip will be automatically cancelled by the airline company.

8.2 You must always embark at the airport of departure as booked: so, you can never embark halfway at an airport where you stopover. If nevertheless you do this, the airline company will be entitled to claim additional payment for the difference in price of the route you do travel and/or completely cancel your booking (without notification).

8.3 Children are those aged between 2 up to and including 11 years and babies from 0 up to and including 1 year at the time of the outward journey (if the baby turns 2 years old during the trip, different rates may apply, please phone our contact center for information).

8.4 An airline company has the obligation to transport passengers with valid tickets and travel documents from and to destinations as booked. The airline company is not obliged to provide meals during, before or after the flight. Whether or not meals and drinks are provided during the flight depends on your destination and the (charter) company you fly with. If no refreshments are offered on board free of charge, you will often have the opportunity to buy snacks and drinks during the flight. You have to pay for this yourself. In addition, the airline company is not obliged to provide a night's stay in a hotel when making a stopover if this stopover lasts a long time.

8.5 Most of the low-cost carriers do not give refunds when you cancel your flight ticket. But it is possible to change the ticket with payment of costs and any price difference. You yourself are responsible for changing this ticket directly with the airline.

## **Preferences**

9.1 If on forming the travel agreement you have expressed certain preferences with regard to the services to be provided by the service provider, such as for instance preference for a certain seat in an airplane, the location of a hotel room etc., the preference stated will be taken into account as much as possible. However, despite any statements on travel documents and booking forms, no rights can be derived from this.

## **Disputes**

10.1 The service provision by Tix/Gate1/Flighttix shall be governed by Dutch law.

10.2 Any complaints about a reservation made by Tix/Gate1/Flighttix can be submitted to [customercare@tixtravelgroup.com](mailto:customercare@tixtravelgroup.com) at the latest one month after the termination of the reserved service or, if the trip did not take place, up to one month after the original departure date specified in the travel documents. Within 10 working days you will receive from us an answer to your e-mail.

10.3 If you want to submit a complaint in connection with the service of the service provider, we would like you to contact the respective service provider directly, as we are unable to assist.

## Addendum 1.1 Administration Fees

Below, please find the administration/service fees (per traveler/ticket), corresponding to your local currency. Please note: Tix/Gate1/Flighxtix always charges the currency which was originally used while making the booking:

Euro	UK Pound	Swiss Franks	Canada Dollar	Singapore Dollar	Malaysian Ringgit	Dubai Dirham	Turkish Lira	Polish Zloty	Danish Kroner	Swedish Krona	Norway Kroner
55 EUR	50 GBP	60 CHF	75 CAD	85 SGD	250 MYR	230 AED	375 TRY	250 PLN	400 DKK	550 SEK	530 NOK