



## General Terms and Conditions

General Terms and Conditions of Tix B.V., also acting under the names Gate1 and FlightTix, filed at the Chamber of Commerce under number 55721095

Version 1.0 15 May 2018

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

### Tix.es services

1.1 Tix.es can make a reservation for you and provides this service on your instructions. For instance Tix.es 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.es is not a party to the ultimate travel agreement between you and the service provider. You are bound to your obligations to Tix.es and the service provider after the assignment has been given, regardless of the moment at which a confirmation is provided.

1.2 Tix.es 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.es 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.es 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.es, 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 realise 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 traveller you are yourself responsible for being present on time at the airport and being able to check-in for flights. We recommend our travellers always to be present two and a half to three hours before the flight departs, since airline companies can 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 the 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 you additional information about the credit card. For example, this could be sending a copy of the passport and 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 they are described in the packages in the publications of the service provider.

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

3.4 Tix.es 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.es 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 Far East, 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.es but separately at the departure airports on the order of the local authorities.

### **Tickets**

4.1 After you have made a reservation and the full amount has been paid, we will proceed to issue a (flight) ticket to you for the services you reserved. Your ticket is an electronic (flight) ticket which we send via e-mail to the e-mail address you have provided, at the latest fifteen working days after payment.



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, we will charge 45 euros administration costs per person if the tickets have not yet been issued. If they have been issued, you will also be bound to pay the costs of the service provider. In many cases this is 100% of the travel sum.

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 centre will contact you within five working days after the booking in order to discuss any alternatives. Tix.es reserves the right to refuse these bookings and to refund the travel sum paid in advance.

## **Liability**

5.1 In carrying out its activities Tix.es will observe the due care of a proper contractor.

5.2 Notwithstanding the provisions set out above Tix.es 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.es 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.es itself fails attributably and the traveller suffers damage because of it, the liability will be limited to not more than the costs of the services invoiced. In any event Tix.es will not be liable for so-called consequential loss.

5.4 Tix.es 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).

5.4 Tix.es is not responsible for any undertakings of its personnel and/or third parties, which deviate in a clearly recognisable 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 Tix.es.

5.5 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.es.

## **Cancellations / amendments**

6.1 Any cancellations of or amendments to the reserved service(s) can only be made at the request of the client. If at



the request of the client a cancellation or amendments are made to reservations already made, the associated costs will be charged. Apart from the cancellation costs or amendment fees charged by the service provider, EUR 45 administration costs per person per event are also charged. Please note: the travel companion can only make an amendment for him- or herself. The person who made the booking can amend and/or annul the entire trip.

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. This e-mail must be sent at the latest 3 working days after the event giving rise to the cancellation, but at least 2 working days before departure. This reservation must be cancelled by the person who made the reservation. Tix.es 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. If you want a flexible ticket, please ask our help desk about the options. Flexible tickets usually cost (a lot) more.

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 the original departure date, 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 8 to 12 weeks but in some cases it can take considerably longer (6 to 12 months).

6.6 If your cancellation is covered by your travel insurance which you took out via us, you can ask us for a claim form in order to submit a request for payment under that insurance. The request must be submitted directly to the insurer via the claim form referred to above. 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 via the link in your e-ticket in any event 2 days before departure of every flight. You can also contact our call centre.

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

In connection 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 trip: 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.

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 becomes 2 years old during the trip, different rates may apply, please phone our helpdesk 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.

### **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**

110.1 The service provision by Tix.es shall be governed by Dutch law.

10.2 Any complaints about a reservation made by Tix.es can be submitted to the customer service of Tix.es 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 two weeks 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