

<b>Title: Terms &amp; Conditions</b>	
<b>Version: 1.0</b>	<b>Publication Date: 01 Jun 2021</b>

## **Terms and Conditions**

### **Flight booking**

1. Travelers are suggested to read this terms and conditions before confirming the booking.
2. Price quoted is in Hong Kong Dollar.
3. Prices are fluctuating due to inventory.
4. Taxes and surcharges are generally included in the price. There may be exceptions where tax must be paid locally upon check-in.
5. Price quoted does not include charges for travel documents, national immigration, visa, transit visa and travel permit, where applicable.
6. Price quoted does not include excess baggage charges.
7. Price does not include charges as the result of private transport delays, strikes, typhoon or any unexpected situations, which are beyond our control.
8. Price quoted does not include travel insurance.
9. When ordering air tickets, travelers must provide correct full English name and personal information as shown on the travel documents.
10. For connecting flights, it is strongly recommended that the shortest connecting time at the same airport be at least 2-4 hours and at least 6-8 hours for different airports depending on the distance. Travelux is not responsible for missed connecting flights.
11. Please consult the airline directly about whether the purchased ticket is eligible to earn miles/points credit.
12. Itinerary/E-ticket will be sent to the email address registered/given by travelers or bookers; In case do not receive it, please check email address whether is correct in profile/contact page.
13. Travelers' profile and booking must consistent with the travel documents, and have updated email, contact numbers, travel document information.
14. In the booking process, travelers must read fare rules, airlines reserve the right to make changes or cancellation of confirmed booking. Travelux, as an Agent, is not responsible for such changes or cancellations.
15. Any special request, please contact Travelux/airlines at least 3 working days prior to scheduled flight, all requests are not guaranteed.
16. If the reservation is changed or cancelled for any reason, a handling fee, penalty, fare and tax difference will be charged.
17. Airlines are entitled to refuse any change request.
18. Special ticket may not take the most direct route. Some itineraries require a change of aircraft en-route. A flight that is described as direct is one where there is no need to change aircraft

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during the journey. However, stops may be made en-route for re-fuelling or to let passengers on and/or off. Details of any stops will be given during your booking process and are clearly identified both on the Website and on your itinerary which will be sent to you when you confirm your booking.

19. Local departure time shown is on a 24 hours time system. The actual flying time, aircraft type, weather conditions (not including on the ground parking, stop-over time or transit time) will also be shown. The guidelines are for reference and subject to alteration and confirmation.
20. All accompanied passengers must travel on the same flights and check-in together in the whole journey.
21. All flight schedules will be subject to the final decision of airlines / Civil Aviation Department / Governments.
22. According to airline regulations, tickets must be used in predetermined sequence, otherwise the ticket will be invalid.
23. In most cases, accumulated mileage award scheme is not applicable to discounted air-ticket / package. All Mileage Award scheme redemption must be approved and confirmed by the airlines.
24. Product or service terms and conditions are subject to airline latest announcement.
25. Travelers abandon or no-show the scheduled flight during the journey, the unused tickets value will not be refunded. Travelers must bear the expenses for rearranging travel by themselves.
26. Travelux will not be liable for external conditions (such as flight delays, natural disasters, war, political instability, deteriorating weather, lost travel documents, strikes, typhoons, illness, etc.) which may result in extra expense or loss to the traveler. Such circumstances are beyond our control and are not our responsibility. Travelers cannot request refunds or any compensation from Travelux under these conditions.

### **Hotel booking**

1. Travelers are suggested to read this terms and conditions before confirming the booking.
2. Rates quoted is in local currency.
3. Rates are fluctuating due to inventory.
4. Taxes and surcharges are excluded in the room rates. There may be additional taxes must be paid locally upon check-in.
5. For online booking inquiries, you must use a credit card as a guarantee and pay directly to the hotel on the spot. Under certain circumstances. The hotel requires a 100% deposit as a guarantee.

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6. Breakfast is not included unless stated. Hotels may charge additional government taxes & service fees.
7. Hotel star rating / quality / and hotel website are for reference ONLY. These ratings are not regarded as standard and official local ratings. They can vary among hotels in the same class and / or the various countries It is the sole responsibility of the customer whether to make the decision to book.
8. The hotel pictures / information on the website, including amenities and facilities are provided by the hotel. This information is for reference only. For any discrepancy exists between the website pictures and actual settings, Travelux is not liable and responsible.
9. Based on individual country regulations, travelers under the age of 18 and is not travelling with parent/ adult, hotel reservation is subject to hotel approval.
10. ONLY 2 persons are allowed to stay in a twin room / double room / semi double room.
11. Two single beds or one double bed are generally provided in a “Double Room”.
12. The size of a “Small Double Room” (also known as “Semi-Double Room”) is smaller than the standard double room; the bed size in “Small Double room” is also smaller than the average bed size. “Small double room” may be allowed to accommodate a maximum of two adults or one adult and one child.
13. Two single beds or one double bed plus an additional bed, which is normally a single bed 『rollaway bed or sofa bed, 』 are generally provided in a “Triple Room”.
14. Additional hotel benefit can only be applicable to a maximum of two registered guests per room and is only valid during their stay. The benefit is non- transferable and non-refundable.
15. Any change or cancellation of hotel booking will be charged handling fee.

### **General Information**

1. Please confirm the product details and contact information you have provided to process with your booking. Travelux is not responsible for any problems caused by entering incorrect data.
2. Travelers are advised to purchase travel insurance before traveling, he/ she can contact our travel consultant by phone or email.
3. Travelers must ensure their travel documents (ie. Passport) must be valid for at least 6 months beyond the intended travel period. A minimum of 2 unstamped visa pages on passport is recommended.
4. Travelers must ensure that they obtain a valid Visa/Transit Visa/ESTA/ETA/Travel Permit for the destination/transit country/region before travel commence and comply with all

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immigration requirements. Travelux is not liable for any problem arises from personal travel document issue.

5. Travelers should check with the consulate early on for visa requirement and changes. Travelers must hold a valid passport and visa. Please allow sufficient time for visa application process for it will take some time. Travelux shall not be responsible for any delay or rejection of visa.
6. Travelers should be in totally compliance with local national law, which strictly prohibits passenger from carrying illegal goods and requires travelers to declare personal goods and cash accurately.
7. Travelers should arrive at the check-in counter 2.5 hours before departure time and present the valid travel document and HKID card. The check-in counter will be closed 60 minutes before estimated departure time.
8. Some airlines require passenger to reconfirm the return/ onward flight booking at least 72 hours before travel. Failure to reconfirm the flight booking directly with airline may result in cancellation of flight.
9. According to airline policy, it is the sole responsibility of travelers to pass through the boarding gate on or before the time specified by the airline. The airlines will not bear any responsibility nor make concession to accommodate such travelers.
10. Prices quoted on the website are derived from various sources and may not be updated daily. You may wish to verify actual prices on the date of booking.
11. Airline regulations disallow female passenger, who will be 28 weeks into her pregnancy or more on date of travel. If in doubt, please check with the concerned airline and consult your doctor. Infants must be at least 6 weeks old to travel by air and must either sit on an adult's lap or in baby cot. Please contact the airline for details on appropriate seating arrangement. Children aged 2 years or above must occupy own a seat.
12. In any special circumstances, such as the visa delay, overbooked hotel situation, abrupt change of flight schedule, aircraft types or en-route locations etc, the Company or its business partner does not bear any responsibility for such changes. The Company will make every effort to deal with any delay situation, however, the company or its delegate agency will not be responsible for any cost arises from such circumstances.
13. In case of unexpected incidents such as typhoons, rainstorms, natural disasters, political unrest or epidemic, passenger should pay attention to news broadcasts or contact airline to confirm whether there is any change or cancellation of flight. As flight operating normally, please follow normal check-in procedure. The Company shall not be responsible for any additional costs such as hotel accommodation, transportation fees, long distance telephone charges, as a result from the incidents mentioned above.

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14. The English version of Terms and Conditions shall prevail in the event that there is any discrepancy among versions in other languages.
15. For seat assignment request (especially in economy class), Travelux has no control over the request and cannot make guarantee, even for in advance request to the airline.
16. Travelux will pass 'special requests' from customer, such as meal, wheelchair & baby cot etc., to the airline / hotel for final approval.
17. If travelers wish to change or cancel the flight, hotel booking, please contact our travel consultant. We will endeavor our best to assist your booking. In general, flight / hotel are non-changeable and non-refundable, and therefore any change to flight or hotel may require the purchase of a new flight or hotel booking. Travelers will be liable for all associated costs of new booking.
18. Travelux will not be liable to travelers for any loss or expense incurred due to the travelers' failure to comply with the individual airlines and hotel rules and regulations.

### **Declaration**

1. Travelux Limited provides services ("Services") to our customers. Travelux Limited, as a service provider, is to arrange and organize hotels, airlines and other relevant transportation for the journey. Therefore, customers agree to waive and clear Travelux Limited of all liabilities and responsibilities, in whole or in part, directly or indirectly, from any result of such "Services" for any loss, damages, injury, accident, delay, scheduling changes or any other inconvenience, under all possible causes and reasons.
2. The pricing of the online exclusive items (include air ticket / hotel / travel package), is only applicable to the customer self-order only. For any online purchase through our branch services, Travelux Limited reserves the right to charge the service fee.

### **Website Agreement**

1. The terms of the Travelux Website Privacy Policy are incorporated into these Terms and Conditions contained herein. By using this Website, you hereby agree to the use of personal information by Travelux and its affiliates or third party suppliers in accordance with the terms of and for the purposes set forth within the Travelux Privacy Policy.
2. Travelux deploys security technology in order to safeguard personal information and financial transactions. Travelux complies with the procedures and security standards as further stated within the Security Policy.

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3. The Website is provided on an 'as is' and 'as available' basis. Travelux does not accept any liability in respect of your ability to access or use the site at any time or any interruption in that access or use or any failure to complete any transaction. Travelux does not warrant that the Website is free from computer viruses or other properties that may cause loss or damage.
4. Travelux offers all of the general information on the Website for purposes of guidance only. Please note that Travelux may at any time change any aspect of the Website or its content, including the availability of any suppliers, features, information, databases or content. You are advised to check with the relevant Travel Supplier, destination, embassy, or tourist office to confirm that the information is up to date. In particular, with respect to passport, visa, and vaccination requirements, Travelux does not guarantee that the information contained herein is always up to date and it is your responsibility to ensure that you clearly understand and comply with all relevant passport, visa, and vaccination requirements.
5. Travelux does not guarantee that information on the Website (including but not limited to prices, descriptions or dates) is free from errors or omissions but we will undertake all reasonable means to correct any errors or omissions as soon as practicable once they have been brought to our attention. By way of example, the majority of hotel and other accommodation descriptions are input directly to our Website by the Travel Supplier or the Hotels themselves.
6. This Website and any content may not be modified, copied, transmitted, distributed, sold, displayed, licensed or reproduced in any way without express written permission, with the exception that one copy of the information contained within the Website may be made for personal, non-commercial use.
7. Travelux reserves the right to deny access to the Website at any time without notice.
8. The Site may contain hyperlinks to external Websites owned and operated by third parties. Travelux has no control over or association with such third party sites and incurs no responsibility in relation to the accuracy, completeness and quality of the information contained therein. Any and all content on these external Websites does not reflect products, services or information provided by Travelux. You are advised to direct any concern regarding any external link to the site administrator or Webmaster of that particular Website.
9. Travelux shall not be liable for any failure in the course of this Agreement if the same shall arise out of a force majeure event. This shall include but not be limited to government intervention, war, civil disruption, hijacking, fire, flood, accident, storm, strike, lockout, terrorist attack, or industrial action affecting Travelux or its suppliers.
10. The copyright and all proprietary rights in the Website and all content are reserved by Travelux. All material contained within the Website is the property of Travelux or its affiliates unless expressly identified as belonging to third parties. The name "Travelux" and any other

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marks, logos and graphics of Travelux displayed on the Website are registered trademarks of Travelux or its affiliates. Other company and product or service names displayed on the Website are the trademarks of their respective owners.

11. Website users are not granted any right or license to use any trademarks contained on this Website.
12. Travelux reserves the right to change or update the Terms and Conditions relating to use of the Website from time to time without prior notice to you. The current operative version of the Terms and Conditions will be displayed within the Site from the date on which any changes come into effect. Continued use of the Site after any changes to the Terms and Conditions are implemented shall constitute your acceptance of such changes.

### **Privacy policy**

1. This Website is owned and operated by Travelux Limited (hereinafter referred to as "Travelux Limited" "we," "us," or "our").
2. Our privacy policy underscores an ongoing commitment to protecting all Personal Identifying Information including personal information as well as information pertaining to your identity that you provide us. Personal Identifying Information includes your name, date of birth, address, email address, phone number(s), fax and credit card information. When users submit corporate account enquiry, we collect company name, address, nature of business, position, contacts, phone number and related spending information for purpose. We want visitors to our Website to feel not only comfortable and confident but also secure when planning and purchasing travel and accommodation. To protect your Personal Identifying Information, our Website deploys some of the latest security technology. High-security firewalls and a secure server that sends and receives encrypted data provide among the highest levels of protection available. However, you should be aware that no data transmission over the Internet or information storage technology can be guaranteed to be 100 percent secure. Although not all of the pages that collect Personal Identifying Information are completely protected, all pages which collect credit card information including card number, card type, cardholder name and expiration date are secured to industry standards.
3. We believe you should understand our information privacy policies prior to providing us with your personal data, and that any visitor to our Web site should have control over the collection of any and all of his or her Personal Identifying Information. Online purchases involve trust, and we place the highest priority on security and protecting any Personal Identifying Information that you provide us. However, this policy does not apply to companies

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that Travelux does not own or control, or to people or entities Travelux does not employ or manage.

4. Personal Identifying Information is only collected by Travelux when you voluntarily and specifically provide it. Personal Identifying Information must be submitted to fulfill various requests, purchasing, reservation enquiry, complete a profile, participate in a survey, enter a contest or sweepstakes, or to contact us about services. Our website is intended for use by persons 18 years of age or older.
5. To purchase travel services, Travelux requires you to submit your full name (as well as the full names of others accompanying you), residential address, e-mail address, phone number(s) and credit card information including card number, card type, cardholder name and expiration date. You should obtain consent of other individuals who may accompany you prior to providing their names, as they may be unable to view or change any information that you provide on their behalf. For specified travel purchases, we may also collect the name of the airline you will use, and flight number(s). When you purchase travel with us, you will receive confirmation of your travel itinerary via e-mail.
6. Occasionally, we may offer users to our website an opportunity to enter a contest or sweepstakes. Information collected upon entering may include your full name, e-mail address, phone number and residential address.
7. Additional information is collected automatically every time you visit our Website, including computer information, Web browser information and "tracking cookies".
8. Information collected is used for a number of purposes, including purchasing travel, contacting us, notifying you in the event of any itinerary changes, providing travel documents, participating in a survey, entering a contest or sweepstakes, sending promotional materials and improving your overall experience when visiting our website as well as for our own internal purposes.
9. Information collected when you complete a travel reservation is used to confirm and process that reservation, bill your credit card and deliver your travel documents, either via mail or electronically.
10. From time to time, modifications may be made to your travel itinerary because of unforeseen schedule changes, hotel renovations and business conditions. When such modifications are made, you may be notified by postal mail and/or e-mail to help you make alternative arrangements if necessary.
11. On occasion you may be invited to subscribe to e-mail newsletters that contain details on special promotions, travel tips, and general information on the destinations we serve. You are under no obligation to subscribe to any e-mail newsletters, or respond to any offers included in the e-mail newsletters, and you may choose to unsubscribe by following the "unsubscribe"



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instructions on any e-mail newsletter that you receive. Some of your Personal Identifying Information, including your first name, last name and e-mail address, is collected when you subscribe to an e-mail newsletter.

12. We will use your e-mail address and/or telephone number to respond to you when you contact us regarding technical support, changes, documents, brochures, or refunds, or when you simply provide suggestions to us.
13. Certain types of information are collected based on your navigation of our website in order to better understand and more effectively serve our customers. This collected data enables us to modify the site for better navigation and develop feature programs and content that will be of interest to website visitors. But Personal Identifying Information is never collected unless you voluntarily and specifically provide it.
14. To process and provide the services you request, we sometimes share your Personal Identifying Information with authorised partners - including airlines, hotels, rental car companies and optional activity operators - and service providers that provide specified assistance or functions on our behalf. These partners and service providers would require information about your profile, as well as your credit card information, to process and confirm your travel reservation. We only offer travel products from reputable hotel, airline, rental car and other travel suppliers, and we strongly discourage partners from disclosing and/or utilising your information without your permission. You are encouraged to review the privacy policies of any travel suppliers whose products you consider purchasing through our website.
15. From time to time, we may utilise a reputable third party to facilitate the delivery of various programmes and execution of activities, including e-mail newsletters, surveys, promotion and sweepstakes offers. We do not sell or rent Personal Identifying Information to any third-party company, and upon delivery of any programmes and execution of activities involving third-party companies, all information is returned to us.
16. We have partnered with reputable third-party websites to offer you additional travel services. To process and confirm your travel reservations, our trusted third-party partners may also collect your Personal Identifying Information, including your name, residential address, e-mail address, phone number and credit card information. Third party websites may not operate under the terms and conditions of our privacy policy, and we encourage you to review the privacy policies of third-party partner websites whose products you may consider purchasing.
17. When required by law, we may disclose information we have collected from customers when they purchased travel products or services. In certain cases involving fraud, we may also disclose information against someone who poses a threat to our interests or whose activities could bring harm to others. Additionally, it may become necessary to provide customer

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information to credit card companies, for the purpose of resolving disputes that arise in the normal course of business.

18. We reserve the right to modify or amend our Privacy Policy at any time, for any reason. Any major changes to the Privacy Policy will be made and posted on the website prior to implementation of the change.
19. If you have questions about our Privacy Statement, please send us an e-mail. [info@travelux.hk](mailto:info@travelux.hk)
20. The above Terms and Conditions and Liabilities are in accordance with Hong Kong law. Any compensation due must be transacted in Hong Kong. Travelux's maximum total liability is limited to the total amount of the travelers' travel fees.
21. All rules and conditions are subject to change without prior notice.