



Bizarre Bangkok Tours Terms and Conditions

Introduction

You can read the current version of our Terms and Conditions, applicable to bookings made on or after today, at www.bizarrebangkoks.com/terms-and-conditions.

Printscreen

The range of products offered by a travel organiser online can change rapidly. It is therefore recommended, when you book, to make a screenshot (printscreen) of the screen on which the offer of the tour operator is shown, so that there can be no lack of clarity in the matter later.

Terms and Conditions

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Article 1 Introduction

- 1.1. These terms and conditions are applicable to travel agreements, as defined in law, which the travel organiser enters into with one or more travellers.
- 1.2. The traveller is not entitled to withdraw the travel agreement; all bookings are "definitive bookings".
- 1.3. The traveller who booked through one of travel organiser's agents or affiliates is, besides these terms and conditions, also bound by the agent's or affiliate's own terms and conditions (if any).
- 1.4. The travel organiser reserves the right, at its sole discretion, to modify or replace these terms and conditions by posting the updated terms and conditions at www.bizarrebangkoks.com/terms-and-conditions and on its own and its affiliates' booking form. For existing bookings the terms and conditions will be governed by the version at the time of booking.
- 1.5. In the event that any term or condition in this document is illegal or otherwise unenforceable for any reason then such term or condition shall be deemed to be severed from these Terms and Conditions or amended accordingly such that the remainder of these Terms and Conditions will still apply and continue as binding.
- 1.6. These terms and conditions have been written in good faith and every effort has been made to accurately reflect the travel organiser's policies.

Article 2 Information provided by the travel organiser

- 2.1 The travel organiser accepts no responsibility for general information in photos, folders, advertisements, websites and other information carriers, if these have been drawn up or published by third parties, including affiliates.
- 2.2 If the tour offered is included in a publication (including internet publication) of the travel organiser, the details stated in this form part of the contract, unless otherwise indicated.
- 2.3 Any activity not included in the tour or in the tour price is considered an optional activity. Optional activities do not form part of the contract and are undertaken at the cost of the traveller.
- 2.4 Travellers should go to the travel organiser's or its affiliates' booking form for the most recent prices and itineraries.
- 2.5 Each tour includes different services in terms of included activities, meals and transport. These details are included in the Useful Facts tab on the tour's product page at www.bizarrebangkoks.com.





- 2.6 All stated return times are approximate and represent the average time a tour will return to the ending point. Actual return times can be earlier or later than the times stated depending on factors such as traffic conditions, pace of the tour, additional options taken etc. On occasions the tour can return significantly later than the time stated on the itinerary (please bare this in mind if planning activities after the tour).
- 2.7 The travel organiser is aware of the risks of flooding and other natural disasters, especially during the annual rainy season; the travel organiser makes efforts to inform customers of any risky political situation that may arise in a destination province. Such information can be found at www.bizarrebangkoktours.com.

Article 3 Information provided by the traveller

- 3.1. The traveller must provide all information regarding him/herself and the travellers for which he/she has made a booking which could be of importance in the conclusion or realisation of the contract in good time, before the agreement is entered into. This must in any event include his/her mobile telephone number and email address and each traveller's full name, date of birth and country.
- 3.2. The traveller must indicate any details which could be of importance to the good realisation of the tour by the travel organiser regarding his or her own physical and mental condition (including food related allergies and dietary restrictions), and regarding the capacity or composition of the party for which he/she has made a booking.
- 3.3. The travel organiser reserves the right to decline a booking if said details pose a danger to any traveller.
- 3.3 If the traveller does not comply with his/her obligations to provide information, this could result in said traveller(s) being excluded from (further) participation in the tour. In such cases, all costs associated with this will be charged to the traveller.
- 3.4 The traveller can ask the travel organiser to change the travel offer for medical reasons and other reasons. The travel organiser is not required to meet such a request, but if the travel organiser does meet it, the traveller must pay the costs associated with the change.

Article 4 Confirmation/Withdrawal by the travel organiser

- 4.1 The contract is realized as a result of acceptance by the traveller of the offer of the travel organiser, including these terms and conditions. After the contract is realized, the traveller will receive confirmation of this as quickly as possible.





- 4.2 The travel organiser is entitled to terminate the travel agreement up to 2 days before the tour date in the event that the number of participants is smaller than the required minimum number of participants made known prior to the booking in the Useful Facts tab on the tour's product page at www.bizarrebangkoktours.com. The travel organiser is required to notify the traveller of the termination as quickly as possible after the date of termination, giving reasons.
- 4.3 In the event that the number of participants is smaller than the required number of participants and the travel organiser terminates the travel agreement within the period stated above, the travel organiser may offer one or more alternative tours to the traveller. If the traveller accepts one of the offered alternative tours and the alternative is more costly than the original, then the traveller is not obliged to pay the difference. If the traveller accepts one of the alternative tours and the alternative is less costly than the original, then the travel organiser will refund the difference in accordance with its refund policy.
- 4.4 If none of the offered alternative tours is acceptable to the traveller, or if the travel organiser does not offer any alternative tours to the traveller, then the travel organiser shall make a refund in accordance with its refund policy.
- 4.5 The offer of the travel organiser is free of obligation, and can, if necessary, be withdrawn for any reason by the travel organiser, including after acceptance of the offer by the traveller and, as appropriate, after confirmation by the travel organiser. Withdrawal due to a correction of errors in the calculation of the travel sum or of other errors is permitted. The withdrawal must take place as quickly as possible after the date of acceptance, giving reasons. In such cases, the traveller is entitled to prompt reimbursement of any amounts paid in accordance with the travel organiser's refund policy.
- 4.6 The travel organiser is not liable for any incidental expenses or consequential losses that the traveller may have incurred as a result of the booking, including non-refundable flight tickets.
- 4.7 Cancellations due to conditions outside the travel organiser's control such as war, natural disaster, political instability, etc. will not be refunded by the travel organiser. In such an event the traveller will need to make a claim on his/her travel insurance.
- 4.8 Manifest errors and/or mistakes are not binding on the travel organiser. Such errors and mistakes are errors and mistakes which are or should be recognisable as such at first sight from the point of view of the average traveller.

Article 5 Changes instigated by the travel organiser

- 5.1 The travel organiser reserves the right to change the advertised itinerary before the tour without prior notice according to customer





recommendations and changes on the ground.

- 5.2 The travel organiser can also change the advertised itinerary during the tour due to varying conditions and unforeseen circumstances. In such case, the advertised itinerary will be maintained to the extent possible and there is no refund for any unused or unavailable attractions and/or activities.
- 5.3 The travel organiser endeavours to complete the advertised itineraries in the allotted time. However, in rare circumstances (usually due to heavy traffic, persistent heavy rainfall or the pace of the group) it is possible that the advertised itinerary cannot be completed. In such circumstances no partial refund will be mandatory.
- 5.4 The travel organiser reserves the right to change in- and exclusions as listed in the Useful Facts tab on the tour's product page at www.bizarrebangkoktours.com due to operational or other factors.
- 5.5 The travel organiser is required to notify the traveller of a change to the tour's meeting point and departure time. With regard to travellers who booked through Thai agents in person and/or whose contact details are unknown, the travel organiser will make reasonable efforts to inform them about this change.

Article 6 Help and assistance

- 6.1 Depending on the circumstances, the travel organiser is required to provide the traveller with help and assistance if the tour does not proceed in accordance with the expectations which the traveller could reasonably have on the grounds of the contract. The costs arising from this shall be borne by the travel organiser if the failure in the performance of the contract is attributable to the travel organiser.
- 6.2 In the event that the cause is attributable to the traveller, the travel organiser is only required to provide help and assistance inasmuch as this can reasonably be expected of it. In such cases, the costs will be borne by the traveller.
- 6.3 In the event that the tour does not proceed in accordance with the expectations which the traveller could reasonably have had as a result of circumstances which are attributable neither to the traveller nor the travel organiser, each of these will bear their own losses.
- 6.4 If the traveller has requested special dietary requirements, the travel organiser will do its absolute best to facilitate these. The actual food preparation is, however, out of the travel organiser's control.





Article 7 Liability of travel organiser

- 7.1 By booking a tour with the travel organiser, the traveller acknowledges and accepts any and all risk associated with travel.
- 7.2 The traveller releases the travel organiser and its auxiliary persons from any liability resulting from pain, injury, death, damage or loss of pleasure suffered directly or indirectly as a result of participation in tours or as a result of travel organiser's or its auxiliary person's actions or facilities.
- 7.3 The travel organiser shall not be responsible for any wrongful or negligent acts, omissions or failure to act of any auxiliary persons. By utilizing the travel services of auxiliary persons, the traveller agrees that he/she will look to such auxiliary persons for any accident, injury, property damage or personal loss to him/her or to those travelling with him/her, and that the travel organiser shall not be liable.
- 7.4 The travel organiser shall also not be responsible for:
- Anything that may arise from a traveller taking part in optional activities;
 - Financial loss suffered by travellers;
 - Claims for compensation for property damage (including damage resulting from property damage) to objects caused during the time that the travel organiser or someone on his behalf actually stores these objects or for whatever reason holds these objects; and
 - Claims for compensation of damage caused with or by a motor vehicle within the meaning of the Motor Insurance Liability Act (WAM) with additions and changes.
- 7.5 The travel organiser is also not liable if and inasmuch as the traveller has been able to recover his/her loss under an insurance policy entered into by the traveller, such as a travel insurance and/or cancellation insurance policy, and/or an insurance policy entered into by auxiliary persons, such as a travel insurance prepared for the traveller during the course of travel in accordance with the rules as notified by the Thai Tourism and Tourist Guide Business Committee and/or general liability insurance.
- 7.6 In the event that a service included under the travel agreement is subject to a Convention or an EU regulation, the travel organiser can invoke an exclusion or limitation of liability which is granted to or exists for a service provider as such under said convention or regulation.

Article 8 Rights of the traveller

- 8.1 The traveller can request that the travel organiser replaces him/her with another person. This is subject to the following terms and conditions:
- the other person complies with all the conditions to which the contract is subject; and





- the request is submitted no later than one day before departure, or in good time such that the necessary actions and formalities can still be carried out; and
- the request indicates the person(s) to be replaced and the full name, date of birth and country of the other person(s); and
- the terms and conditions of the service providers involved in the fulfilment do not preclude such substitution.

In the event that the request cannot be granted, the travel organiser will notify the traveller to this effect, giving reasons.

Article 9 Termination by the traveller

- 9.1. The traveller can terminate the travel agreement. If the traveller does so, he or she will be required to reimburse the travel organiser for the loss the travel organiser suffers as a result of the termination. This loss is set at one times the travel sum for all terminations less than 7 days before the tour date.
- 9.2. Turning up late to the meeting point of the tour for whatever reason is considered a late termination and will result in a loss of all payments made. There will also be no refund in case the traveller voluntarily leaves the tour for any reason.
- 9.3. If the traveller terminates the travel agreement at least 7 days before the tour date, he or she shall receive a refund from the travel organiser within 28 days from the termination. Refunds will be made in the form of a refund to the traveller's credit card. This is only different if the traveller booked in person through a Thai agent. In that case, the traveller will receive his/her refund from the Thai agent through which he/she booked the tour in person.
- 9.4. If the traveller used a voucher code during booking and the total order amount after partial termination of the travel agreement drops below the minimum order value attached to the voucher value, the travel organiser will not refund the difference between the total order amount after partial termination of the travel agreement and the minimum order value attached to the voucher value.

Article 10 Obligations of the traveller

- 10.1. The traveller is required to comply with all instructions issued by or on behalf of the travel organiser, and is liable for damage or loss caused by his or her actions. This is to be evaluated according to the standard of the conduct of a well-behaved traveller.
- 10.2. A traveller who causes or could cause hindrance or nuisance to such an extent that a good fulfilment of a tour is or could be impeded may be





excluded from the tour or the rest of the tour by the travel organiser, if it cannot reasonably be expected of the travel organiser that the contract be complied with. The costs arising from this will be borne by the traveller.

- 10.3. The traveller is required to avoid or limit any loss as much as possible.
- 10.4. It is the traveller's responsibility to determine the minimum age requirements according to each tour before booking with the travel organiser. The minimum age for travellers varies according to each tour and can be determined by checking the Useful Facts tab on the tour's product page on www.bizarrebangkoktours.com. The travel organiser reserves the right to restrict the number of travellers under the age of 18 on tours.
- 10.5. Each traveller must ascertain the exact meeting point and time of departure of the tour no later than 2 hours before the stated time of departure by checking the tour's Facebook event page and/or the Get Directions PDF file in the footer on www.bizarrebangkoktours.com.

Article 11 Complaints

During the tour

- 11.1. Complaints about the performance of the agreement must be notified as quickly as possible on site, so that a solution can be sought. In this context, the traveller must report – in the following sequence – to:
 1. the tour guide;
 2. the tour manager or, if he/she is not present or available;
 3. the travel organiser.
- 11.2. The travel organiser will ensure that there is information regarding the procedure to be followed on site, the contact details and availability of the persons in question.
- 11.3. In the event that the traveller has not complied with the obligation to register a complaint in the manner indicated by the travel organiser, and as a result the tour guide, service provider's manager or travel organiser have not been given the opportunity to remedy the failure, any entitlement to compensation for loss may be limited or excluded.

After the tour

- 11.4. If a failure has not been resolved satisfactorily on site, there is a possibility to record it in the form of a complaint. The complaint can be submitted by filling out the internal evaluation form, which can be accessed by clicking on the link in the follow-up e-mail that will be received immediately at the end of the tour and/or by visiting the the URL on the handout that will be





provided by the tour guide to each traveller before tour departure.

- 11.5. If a complaint has not been resolved satisfactorily, it must be submitted in the prescribed manner, within one day of the end of the tour.
- 11.6. If the complaint relates to the realization of a contract, it must be submitted to the booking office by sending an e-mail to sales@bizarrebangkoks.com as quickly as possible.
- 11.7. In event that the traveller does not submit the complaint in good time, it will not be processed, unless the traveller cannot reasonably be blamed for this.
- 11.8. The travel organiser will issue a substantive response as quickly as possible after receipt of the complaint.

Article 12 Marketing

- 12.1. The traveller agrees to grant the travel organiser a fully paid up, irrevocable, perpetual, worldwide, royalty-free license to use his/her photographic, video or digital likeness in any medium and for any purpose.

