

HOTELSTON

Terms & Conditions

Vilnius, Lithuania

These terms and conditions constitute Hotelstons agreement with you apply to our services, directly or indirectly made available to you through whatever means, including online reservations, customer service requests or otherwise. Please read them carefully, before proceeding with your booking. They apply to all bookings made with Hotelston and to all members of your party. Hotelston reserves the right to modify these terms and conditions at any time without notice and you agree that your continued use of this site will be conditional upon the terms and conditions in force at the time of your use. By accessing, browsing and using the website and/or by making a reservation through Hotelston you accept that you have read, understood and accepted the terms. If there is any part that you do not fully understand, or if you have a query, please contact Hotelston.

1. PARTIES

These terms and conditions is by and between Hotelston Ltd. hereinafter referred to as "**Hotelston**" and the other party "**The Agent**" (**You**).

Both parties agree the following:

2. DEFINITIONS

In these terms and conditions the following words and expressions shall have the following meaning, unless the context otherwise requires:

- "**Agreement**" is as defined in Clause 3 of these terms and conditions.
- "**Booking**" means both requested and confirmed booking or reservation for products or services made by the Agent.
- "**Reservation system**" means the online system operated by Hotelston and available via Internet website <http://www.hotelston.com> or via SOAP API, by which the Agent and authorized Agents sub-agents, can make bookings.
- "**Booking request**" means the request by the Agent to Hotelston for a booking or reservation of products or services.
- "**Booking confirmation**" means Hotelstons confirmation of the Agents booking request.
- "**Reservation process**" means Hotelstons booking procedures available via Hotelstons reservation system which the Agent must follow in order to make bookings.
- "**Products or services**" means any accommodation (at the hotels, villas, apartments etc.) product and/or service, sightseeing, transfers, car hire, rail tickets and theater tickets, and/or other relevant ancillary products or services offered for sale/to book via the reservation system.
- "**Access code**" means an e-mail address and password used to enter Hotelston reservation system.
- "**FIT**" means Fully Independent Travel products or services sold by Hotelston to the Agent.
- "**Prices**" means the prices offered by Hotelston for the sale of products or services by Hotelston to the Agent and displayed to the Agent on the Hotelston website or reservation system.
- "**Special conditions**" means any special condition, terms or information, about the products or services as notified to the Agent either during their booking process or otherwise by Hotelston.
- "**Cancelation deadline**" means the date by which the booking may be cancelled without being liable to pay a penalty.
- "**Sub-agent**" means the Agents sub-agents, agents or trade customers.
- "**Client**" means the end user or person using products or services.
- "**Voucher**" is as defined in Clause 10 of these Terms and conditions.

- **"Website"** means pages or related group of pages which are linked together using the hypertext transfer protocol ("http") located at <http://www.hotelston.com>.
- **"Supplier"** means anyone who provides products or services to Hotelston.
- **"API"** means the application program interface developed by Hotelston which conforms to the specification in order to enable an authorized third party, namely the Agent, to use SOAP/XML interface to access the reservation system.
- **"NET price"** means that the full amount is payable.

3. GENERAL TERMS

Hotelston provides a reservation system which is accessible via Internet (<http://www.hotelston.com>) or via SOAP API, which allows the Agent to search/consult, make booking requests, bookings for accommodation or any other products or services offered by Hotelston.

The Agent agrees to use this reservation system to purchase products or services in order to resell products to Agents clients. These terms and conditions also covers products or services booked via traditional (e-mail, fax etc.) methods.

The Agreement together with these terms and conditions or any other information provided at the time of reservation process or e-mail notifications/confirmations and vouchers and any mutually agreed schedules or appendices, as applicable, shall form the entire Agreement between Hotelston and the Agent in respect to all products or services sold by Hotelston to the Agent.

4. ACCESS CODE

Hotelston will grant the use of reservation system for the Agent by providing unique access code(s) to the mentioned system or by confirming the access codes that were created by the Agent on the Hotelston website. The access code is strictly personal and can only be used by members of staff or sub-agents of the Agent exclusively for the purpose of these terms and conditions.

Both parties agree on an absolute confidentiality regarding this access code and will take all the necessary steps to maintain strict confidentiality of this code. No access code can be transferred or disclosed to any third parties.

Hotelston will not be liable for the unauthorized access to the reservation system by any third party using the Agents access code.

If the Agent believes, that the code has lost its essential confidentiality, Hotelston shall be requested for new access code. It is the Agents responsibility to advice Hotelston immediately if a member of staff with access to the reservation system is no longer employed by the Agent.

Hotelston reserves the right to change the Agents access code for security reasons. In this case the Agent will be informed with sufficient time in advance to avoid any inconveniences.

If a misuse of the access code has been proven or is suspected, or when the access code has not been used for a longer period, or when any of the clauses specified in these terms and conditions are not complied with, Hotelston is entitled to deny or suspend any further access to the reservation system.

5. SUB-AGENTS

The Agent may add the Agents sub-agents in the Agents territory as reservation system users subject to the Agent obtaining consent from Hotelston.

It is the Agents sole responsibility to train the Agents sub-agents and to provide technical and operational support for the same in relation to the reservation system, solely at the Agents risk and expense.

Hotelston will not accept any direct communication, correspondence or instructions from the Agents sub-agents and in all instances of the same, sub-agents will be immediately referred back to the Agent.

The Agent will be fully responsible for all bookings made by sub-agents added by the Agent and all payment fees or expenses due on bookings made or attempted to be made by such sub-agents.

When the sub-agent ceases to be a client of Hotelston, the Agents and/or the Agents sub-agents access to the reservation system will be automatically and immediately terminated by Hotelston.

6. BOOKINGS

For Hotelston products or services, the Agent shall make the corresponding booking. Once the booking has been submitted, the reservation system will automatically confirm it and send a confirmation e-mail message to the e-mail address provided by the Agent. Only when Hotelston confirms a reservation to the Agent, it becomes a definitive booking not requiring Hotelston reconfirmation. Unless you receive such a communication from us, you cannot consider the booking to be confirmed or cancelled. Requests to book, amend or cancel cannot be accepted by telephone.

Products or services will be provided according to the Agreement and these terms and conditions, the prices and special conditions being shown during the reservation process. It is the Agents responsibility to read any special conditions accompanying any booking, booking request, amendment, confirmation, cancelation or information otherwise brought to the Agents attention by Hotelston and to ensure the Agent is aware of all points noted as being the specific responsibility of the Agent.

The Agent will be liable for any charges or fees associated with the bookings the Agent or the Agents sub-agents make or attempt to make via Hotelstons reservation system or otherwise.

Each booking must have all client names mentioned in full. The name entered first will automatically be assigned as lead name. Please state all names as written in the passport to ensure a smooth check-in. For many cities in the USA, above all for Las Vegas and New York City, all client names are mandatory based on requirements of the local or national authorities. In case not all names are inserted in full, the supplier may cancel your booking without prior notification. It is the Agents responsibility to check the clients details carefully before confirming a booking as incorrect details may result in cancellation of the booking.

All of the accommodation suppliers on the Hotelston reservation system require one of the clients to be at least 18 years old. In some states of the United States of America there are higher age limits. If you have booked accommodation in the Unites States and the clients are under 25 years of age, please contact the supplier directly for clarification. Hotelston will not take any responsibility for violation of these policies; this is fully the Agents responsibility.

7. MODIFICATIONS

In case of modifications you can contact Hotelston via email or fax before the cancellation deadline for that specific booking. We will not process any of your requests made by phone, and the original status of the bookings will be deemed accurate and applicable for all purposes, including charges and your payments obligations.

Any modification may be a subject to new prices and special conditions. In certain cases, name or any other changes are not permitted and the booking may need to be cancelled and re-booked. In this case new prices may apply.

In the event that you make any modification to your booking (including, but not limited to, cancellations, refunds, amendments and name changes), we reserve the right to charge you an administration fee of 10 EUR per booking to cover the administration costs incurred by us.

Changes to bookings can only be dealt with when requested by the Agent to Hotelston and not by the client to Hotelston. If you make any changes to the bookings directly with one of our suppliers, you may still be liable to be charged as the suppliers contracts are with us.

Should any client alter their stay directly with supplier, we will need a confirmation letter from an authorized representative of that supplier stating that the change has been accepted and that no charges will be levied to us as a result of the change. We will require a copy of this letter within 30 days of the change for the client to qualify for any financial adjustment.

8. CANCELATIONS AND CANCELTION DEADLINE

Bookings have to be cancelled directly on the website or through the SOAP API. If not, cancellations must be sent in writing (by email or fax) to Hotelston, detailing the destination and booking number. Hotelston will send acknowledgement of receipt and inform of all the charges, if any, which may be applicable.

Cancellation deadlines apply for each particular booking and may be different for each product or product type, service or service type, supplier, dates of travel etc. In each product or service available, the reservation system displays the cancellation deadline and special conditions which apply for this product or service. The cancellation deadline will be also provided together with your booking confirmation, except when it is provided by us at the time of receiving notice from the supplier. Cancellations made before cancellation deadline will not be charged.

Some of the products or services may not have a cancelation deadline and the booking incurs cancelation charges once made. The Agent confirms to be aware that in case this booking is confirmed and cancelled afterwards, charges will apply.

After cancelation deadline any cancellation has to be sent by email or fax to our booking office which will inform you regarding any penalties that may be applied. Hotelston will charge cancellation fees as per suppliers policy, which can vary up to 100% of the amount of the reservation.

It is the Agents responsibility to cancel bookings made at Hotelston reservation system in case it is no longer required.

No show by the Agents client at the product or service supplier in due time without prior warning shall be considered a cancellation.

Hotelston reserves at its absolute discretion the right to cancel bookings made if they appear to have been made for the purpose of "holding space" for future sale or otherwise made in bad faith or contrary to these terms and conditions.

9. PRICES

Unless otherwise stated, all prices shown in the reservation system are NET, which allows the Agent to add their profit margin and deemed to be definitive at the moment of confirmation. Prices and products or services are subject to change until the booking is confirmed. Bookings will be invoiced for the sum confirmed on the reservation system.

In all cases, the price quoted includes those products or services and arrangements as specified on the voucher generated automatically by the Hotelston reservation system and/or during the booking process.

Prices of products or services do not include any additional fees imposed by the supplier for cribs, rollaway beds, baggage fees, gratuities, meals and beverages, mini-bar, snacks, shows, tours, tips, telephone calls, liquor, laundry, car seats, GPS devices, and other surcharges or other services and purchases of a personal and/or supplementary nature which are not otherwise specified in the quoted prices or which are excluded from the price. The supplier will assess these additional fees, charges,

and surcharges directly to client. All personal charges must be paid at the time of service or as designated by the supplier.

Prices exclude any government or authority taxes payable locally e.g. tourist/local/city tax.

Hotelston reserves the right to vary prices after confirmation has been given only in the case of variations in taxes, VAT or other conditions beyond its control, such as exchange rate variations in excess of 3%, changes in the periods of trade fair events by hotels or similar situations.

The prices offered in Hotelston reservation system are confidential and may not be disclosed.

Suppliers invoice Hotelston and Hotelston charges the Agent according to the Agreement and these terms and conditions. The Agent bears the risk of insolvency, non-payment or delayed payment by the client, for any reason whatsoever.

Hotelston may make available a currency converter in its reservation system. Currency prices are based on various publicly available sources and should be used as guidelines only. Prices are not verified as accurate, and actual rates may vary. Currency quotes are not updated every day. The information supplied by this application is believed to be accurate, but Hotelston, its suppliers do not warrant or guarantee such accuracy. When using this information for any financial purpose, Hotelston advises you to consult a qualified professional to verify the accuracy of the currency rates.

10. VOUCHERS

Vouchers can be emailed or printed from within Hotelston reservation system. Vouchers you receive from us is the proof of a booking and its payment and represent the right of the client to use the products or services strictly as specified in the voucher in terms of particular supplier, period of services and type of services. All and any extras/alterations to the above are at clients sole discretion.

The client is obliged to present a voucher before the usage of a product or service. In case the client is not able to present a voucher, this may cause the product or service supplier to charge the client on spot again or to refuse a service.

The Agent can also issue vouchers on its own headed paper. In this case, the voucher must clearly state any information as prescribed by Hotelston.

We permit the Agent to use its Trade Mark (for example, your logo) on the vouchers. In doing so, the Agent warrants to Hotelston that: you either own, or have a valid license to use, the Trade Mark on the voucher; and that the use of the Trade Mark will not infringe the intellectual property rights of any third party.

If a client cancels a booking, the Agent is responsible for retrieval of any vouchers issued in conjunction with the cancelled booking. Any vouchers not so retrieved and presented by any supplier to Hotelston with the suppliers invoice will be payable by the Agent and the Agent will be invoiced accordingly.

11. PAYMENTS

All bookings will be settled by the Agent by means of prepayment in full no later than final payment date (payment due date) specified by Hotelston, unless a specific alternative Agreement has been made between the Agent and Hotelston. The final payment date will be specified both online and/or on the proforma invoice which will be send to the email address provided by the Agent once booking has been made.

The Agent will remit by bank transfer the amount due to be paid. If the payment has not been received, Hotelston has the right to cancel the booking. Any cancellation cost of the booking will be invoiced to the Agent.

If the booking is made within the cancellation deadline or if the booking incurs cancellation charges once made, the booking must be paid immediately. If, in this case, the due amount has not been received within 24 (twenty four) hours after making the booking, Hotelston has the right to cancel it. Any cancellation costs will be invoiced to the Agent.

All payments must be made in the currency that appears on the invoice.

Booking numbers provided by the reservation system must be included upon payment submission, in order to Hotelston clearly identify the bookings to which the payment corresponds.

The Agent will send by fax or email a copy of the payment to an email accounting@hotelston.com if the payment any reason whatsoever might not be received by the Hotelston the due date.

Hotelston will never pay a supplier before receiving the money from the Agent and cannot be held responsible for any consequences taken or not taken by the supplier because of pending payments.

The Agent is responsible for the payment of all bank charges to send its payments into the Hotelstons bank accounts and bank charges incurred to receive the Agents payments. Hotelston will not accept any charges from intermediary banks.

If Agent fails to pay, the payment or the copy of the payment is not received on/before the due date in accordance with the provisions of these terms and conditions, we reserve the right to:

- suspend access to Hotelston reservation system; and/or
- terminate with immediate effect any or all Agreements with the Agent at our discretion; and/or
- demand prepayment for existing bookings as a condition of their not being cancelled; and/or
- charge interest on a daily basis at a rate of 10 % (ten percent) per annum calculated on the total amount of each outstanding invoice from the date of issue, until the date of payment together with all costs (legal or otherwise) and expenses incurred by us or on our behalf in the collection of any overdue amount.

Before payment is received in full, Hotelston or the supplier is not obliged to issue any tickets, confirmations, vouchers, or other travel documents.

After receiving the payment Hotelston will send the voucher or other travel documents by email to the Agency.

If there is any item of bona fide dispute arising out of or in connection with any invoice or consolidated statement, full details of the dispute must be made known to Hotelston by the Agent in writing within 21 (twenty-one) days of the date of the disputed invoice(s). The Agent shall take all reasonable steps and provide all necessary information and co-operation as may be requested by Hotelston in order to resolve the dispute in the shortest time possible.

Hotelston will invoice the Agent for bookings electronically. Invoices shall be issued and sent to the email address provided (specified) by the Agent immediately after the commencement date of the booking.

12. VAT

Hotelston is acting in the capacity of selling the Agent in its own name and shall not be responsible for accounting the VAT on the value of the invoice issued (6th Directive on VAT (77/388/EC and any applicable EU legislation)).

13. UNUSED SERVICES AND NO SHOWS

Generally, products or services are non-refundable after check-in, also if only partially used.

If the client fails to show up at the service provider the due date and/or time and do not advise Hotelston and supplier of the same, the remaining portion of the booking may be cancelled without further notice. Unless specified otherwise, the Agent may not receive a refund for all or part of the booking in the event of "no show".

14. CHANGE OF ACCOMMODATION BOOKING

We will always do our best to ensure that all confirmed bookings are accepted by the supplier. If the original accommodation booked is closed, over-booked or has maintenance problems and/or cannot provide/honor the room(s) booked, Hotelston or supplier is responsible for finding you alternative accommodation of a similar standard. Where we have prior notice we will advise you immediately and contact you by email, upon receipt of such notice from the supplier. Hotelston will provide all the support and assistance for the best possible solution, however it cannot be held responsible and accepts no liability for any losses or costs that might occur as a result of relocation as this is completely beyond our control.

15. LOCAL MARKET PRICES AND NATIONALITY

Not all of the prices displayed on the Hotelston website or reservation system are applicable for the local market. In addition, some other markets may be affected and in such cases the supplier is within their rights to change the price without prior notice.

You agree that client nationality declaration is mandatory and must be determined by selecting Client Nationality at the time of booking. This information must be in accordance with the client passport. False declaration of client nationality may cause consequences for which we cannot be held liable. If you do not change Client Nationality, the Agent Nationality will be taken as client nationality by default. In case any financial damage occurs due to false nationality declaration, it will be covered by the Agent towards your clients or to Hotelston in full.

Faulty or no declaration may cause unwilling consequences for which Hotelston holds no responsibility. Furthermore, if any financial damage may occur because of faulty nationality or no declaration, it will be covered by the clients/agents towards their clients or Hotelston in full.

16. SPECIAL REQUESTS

If the Agent or clients have any special requests (for example, dietary requirements, cots or room location) please let us know by email or at the time of booking. We will pass on all such requests to the relevant supplier, but unfortunately we cannot guarantee that they will be met. If the supplier is unable to meet any such requests, neither Hotelston nor supplier can have any liability to you in this respect.

17. EMERGENCY SUPPORT

In the unlikely case that the client would be refused at check-in or whenever clients are asked to pay directly to the supplier for the services listed on the voucher, the Agent or the clients will contact our emergency number immediately which will assist and try to solve the matter.

All receipts and/or proof of payment must be collected and submitted to Hotelston for a claim and request of refund or adjustment. In case our emergency number is not contacted by the Agent or the client, no refund can be claimed, as Hotelston was not given the chance to solve the matter and it may be that late cancellation or no show charges apply.

18. COMPLAINTS

Complaints should be brought to the attention of product or service supplier on the spot. In case the problem has not been satisfactory solved during the time the product or service being used, the Agent will send the complaint with all relevant correspondence to Hotelston in writing. Hotelston will not, in any event, handle any complaint that was not brought to the attention of the supplier or Hotelston

during the time the product or service being used and we will not deal with any complaints received later than 15 days after the service.

Hotelston only accepts complaints that are sent in writing to Hotelston by email customercare@hotelston.com and which are accompanied by a written proof that the lack was reported on the spot to the suppliers management.

19. GROUPS

Hotelston reservation system may only be used to book the maximum of 9 clients or in no more than 5 rooms (in the USA, more than 4 rooms are considered as a group) if not stated otherwise. Any more than this is classified as a group booking and must be sent by email to groups@hotelston.com or you can also place your booking request filling in our group request form on the website choosing "Groups" tab on the top menu. Hotelston will respond to group requests with either a quotation only or a confirmation of product or service with the relevant price. Price offer is strictly subject to availability. In case size of the group changes, the booking price may be adjusted for the number of clients still using the products or services.

If Hotelston or supplier reasonably believes that the Agent have added group bookings to reservation system by splitting them to make them appear as FIT bookings, Hotelston or supplier may change group special conditions and cancellation deadline or may cancel bookings the Agent have added using reservation system. Cancellation charges may apply and the Agent will be liable for these charges.

20. ACCOMMODATION CATEGORIES AND PHOTOGRAPHS

The categorization of the accommodation with stars is used to give a general overview of the quality of the property and approximate level of facilities, services and amenities available. The property star ratings are provided for your information only. It is only indicative of the level of comfort client can expect to find in a particular property, with a higher star rating generally being indicative of a higher level of comfort and amenities. Please be aware that star ratings can vary greatly on the basis of location, available alternatives, local market conditions, practices, local institution that defines the criteria or other circumstances. Thus, it is possible that a star rating in one particular country or city is not comparable to the same star rating in another country or city due to such circumstances. In certain countries the categorization with stars is not used for an official evaluation. Star ratings do not necessarily reflect all the amenities or services that might be available at the property, and some amenities and features may not be available in every room or at every property with a particular star rating. If there are particular amenities or features that are important to you, please contact our reservations department and inquire as to the availability of such amenities or features.

Accommodation descriptions in Hotelston represent a generalization of all worldwide accepted criteria and can only be used as a guideline source. Hotelston cannot guarantee a particular level of quality or standard of an accommodation and is not responsible for the categories and stars ratings as these have been provided to us and accepted in good faith. We do not independently verify star ratings.

Hotel and/or guest room photographs are provided to give a general overview of the accommodation. Guest room photographs may be of a different category to the one you book and not identical to the room your client(s) are allocated at the accommodation.

21. TERMS AND CONDITIONS FOR TRANSFER SERVICES

Shuttle transfer duration may vary depending on how many stops have to be made on the way to clients accommodation.

Private transfers are from the booked pickup point to the final drop off point only. In case extra stops are required (e.g. to collect the key of an apartment to a third party location) a local extra charge payable directly to the driver or supplier representative may apply. The agreement and payment of those extra charges are between your client and the supplier or its representative.

It is the Agents responsibility to check the details of the booking on the voucher prior to travel and inform Hotelston as soon as possible if there are any errors. Nor Hotelston, nor any third party part of our agreement, cannot be held responsible for errors in services due to incorrect information provided at the time of the booking.

Airport, region, resort, city cannot be changed in the transfer booking. Lead passenger name, hotel name (in the same region), airlines codes, flight numbers, flight times could be amended on request. Bookings cannot be amended within 48 hours of the transfer, exceptions will only be made to changes in flight details.

If the amendment leads to an increased cost, this must be paid by the client at the time of the request. Please note that amendments are subject to the booking conditions of the supplier who is likely to charge amendment fees in addition to the administration fees.

When transfer pick-up information by SMS message service has been booked for client and If client fails to receive a message due to unforeseen circumstances, such as network provider or phone issues, please refer to the booking voucher for details about the transfer pick-up time.

Luggage allowance - each passenger is allowed one suitcase and one piece of hand luggage. Extra luggage or oversized items (skis, golf clubs, snowboards, wheelchairs/scooters ect.) may carry an additional charge or require specialized transportation. Please send by email transfers@hotelston.com a note to ensure that we are aware of any extra pieces of luggage. Passengers baggage is, however, carried entirely at their own risk and no responsibility can be accepted for loss or damage by Hotelston. Hotelston will not accept responsibility for any costs incurred or the making of any arrangements in returning the items to passengers.

All children and infants count towards the occupancy of the vehicle, regardless of age, and thus should be included in the total number of passengers at the time of booking. The EU directive 2003/20/EC states that children must use an appropriate child seat until they reach 12 years of age or until they reach a height of 135 cm. However there is an exemption for licensed taxis. If no child seat is available, children of three years of age and over may travel as long as they wear an adult seat belt. Children under three years of age may be transported without a safety restraint as long as they travel in the rear of the vehicle. If clients require a child seat for a child, we strongly recommend to bring their own due to the variation in quality and availability across destinations. In some areas we can request local child seats on clients behalf. If a child seat is provided by the transport company a charge will apply.

Suppliers are usually able to transport manual, folding wheelchairs in their vehicles, but passengers must advise us at the time of booking. This is vital to ensure that the correct vehicle is available to meet clients specific requirements.

The transfer supplier, its drivers and appointed agents, reserve the right to refuse to carry any person who is, or appears to be under the influence of alcohol or illegal drugs and/or whose behavior is considered to pose a threat to the driver, the vehicle or the other passengers. No refunds will be made in those circumstances.

Passengers are not allowed to consume alcohol on any of the suppliers vehicles. Smoking is not permitted unless express permission has been given by the driver.

If arrival flight is diverted or delayed, we recommend to contact the supplier via the telephone numbers provided. Whilst every effort will be made to accommodate changes of this nature, an additional charge maybe applied.

In case accidents causing delays to the vehicle: exceptional or severe weather conditions, compliance with requests of the police, deaths and accidents on the road, vandalism and terrorism, unforeseen traffic delays, industrial action by third parties, problems caused by other customers, other circumstances affecting passenger safety, road closures due to local fiestas or other events, properties that are not accessible to type of service booked, or similar also in case Force Majeure,

Hotelston will not be responsible but will do its utmost to reduce the inconveniences of the client and/or Agent as much as possible.

As we are acting only as a booking agent, we have no liability for any of the transfer arrangements and in particular, to the extent permissible by law, no liability for any illness, personal injury, death or loss of any kind, unless caused by our negligence. Any claim for damages due to injury, illness or death arising from your use of the transfer services, must be brought against the operator of the transfer services and will be under the jurisdiction of the law of the country in which the transfer is being provided.

Hotelston will accept no liability for any difficulty or service failure if clients are not in possession of the appropriate transfer documentation outlining our arrival and departure procedures at their time of travel.

Hotelston, on behalf of the supplier, is entitled to refuse any booking placed by the Agent. Hotelston does not guarantee to successfully allocate a supplier to every booking request. In the event that Hotelston is unable to allocate booking request to a supplier, Hotelston will send an email to advise the Agent of that fact. An alternative may be offered which may include additional charges.

Upon booking the transfer through Hotelston, the Agent accepts responsibility for the proper conduct of clients during the transfer. The transfer provider reserves the right at any time to terminate (before or after departure) the booking misconduct, within their reasonable opinion. Full cancellation charges will apply and no refund will be given. Furthermore, the transfer supplier shall be under no obligation, whatsoever to pay compensation or meet any costs or expenses clients and/or Agent may incur as a result of said termination of the booking, in accordance with this paragraph. If clients actions causes damage during the transfer, the Agent agree to fully indemnify Hotelston against any claim (including reasonable legal costs) made against Hotelston by the transfer supplier. The Agent is also liable for reimbursing the transfer supplier for any damage caused.

Hotelston accepts no liability for additional costs resulting from late flight arrivals.

Whilst all reasonable efforts will be made by the supplier, there is no guarantee that the vehicle will arrive on time in order to begin the period of hire nor that it will reach its destination on time. Hotelston will not incur any liability in the event of such a delay.

22. RESPONSIBILITIES

Hotelston undertakes to solve all the problems of reservation system operation and, if such occur, to compensate for actual losses that have arisen, which must be based on the evidence.

In case of complaints, the Agent is not authorized to discount any payable amount to Hotelston, unless written consent from Hotelston has been obtained.

No party is liable to another party for non-fulfillment (other than payment of outstanding invoices) as a consequence of fire, earthquake, flood, substantial snowstorm, epidemic, explosion, strikes, riot, civil disturbance, war, act of God, any failure or delay of any transportation, power or communications system or any other event that is beyond the influence of the parties, which is known as Force Majeure, but the existence of such circumstances one party is obliged to inform the other party as soon as they arise.

In case of Force Majeure, Hotelston will not be responsible but will do its utmost to reduce the inconveniences of the client and/or Agent as much as possible. Any extra costs rising of this situation will be invoiced to the Agent at cost price. Hotelston will not make any extra costs unless approved by the Agent.

As soon as any new tax structure is announced, Hotelston will inform the Agent.

Hotelston has the right to modify invoices or cancel bookings after wrong publications on the reservation system which contain obvious erroneous mistakes in prices and/or descriptions.

Hotelston will not accept any direct communication with clients and will refer them back to the Agent in all cases. The Agent is fully responsible for all bookings made in Hotelston under its access codes.

The Agent shall comply forward immediately to Hotelston any communication or correspondence received from the client and to forward immediately to the client any communication or correspondence received from Hotelston.

The Agent will be liable for any loss or third party claim, including cancellation charges Hotelston may incur as a result of any incomplete or inaccurate details in the booking that the Agent has added to reservation system or the booking information that the Agent has sent to Hotelston to reserve on the Agents behalf.

It is the Agents responsibility to inform the client about the content of these terms and conditions and to include the following points in the Agreement with the client: booking, modification and cancellation conditions, prices, vouchers, emergency support, complaints, Hotelstons responsibilities and liability, the clients responsibility. The Agent agrees to exempt Hotelston and all its legal entities from all claims of the client in case of failure of this duty.

23. LIABILITY

We act solely as an intermediary and not as a principle when making bookings for products or services we offer. We are therefore not liable for personal injury, illness, property damage or other loss or expense of any nature whatsoever arising directly or indirectly out of any actions of the supplier with which we booked or supplying the product or service we have reserved on your behalf.

The information on the hotels and other services provided by Hotelston is accurate as possible given that the data is provided by the service supplier. Hotelston is not liable for any inaccuracies in the information if shown to be different from that provided by the service supplier.

Hotelston shall in no event be liable for any consequential, incidental, indirect, special or punitive damages whatsoever. However, the foregoing liability disclaimer does not affect the statutory rights that cannot be excluded under applicable law.

Hotelstons maximum liability to the Agent for all claims (including negligence) arising under each booking is limited to value of your booking with Hotelston to which your claim relates. Nothing in these terms and conditions limits or excludes our liability for death or personal injury resulting from our negligence.

Hotelston has no responsibility for losses or accidental expenses due to delay or changes in transport schedules, defaults or overbooking by airlines, sickness or any other causes that are beyond Hotelstons and the suppliers control. All such losses or expenses are the clients responsibility. Hotelston strongly recommends buying appropriate private insurance prior to a trip.

Hotelston has taken reasonable care to ensure product content is correct. The Agent acknowledges that product content is made available by Hotelston is made available to Hotelston by third party - suppliers. All product content is prepared in good faith but the Agent acknowledges that Hotelston cannot check the accuracy of all information provided by suppliers. The Agent acknowledges that product content is subject to amendment at any time without notice. Hotelston has no direct control over the third party suppliers of products and will not be liable in the event that any services or facilities are changed or withdrawn.

Neither party shall be liable for any claim made by the other more than two years after the event or, in case of series of events, the first such event which gives rise to such claim.

24. THE CLIENTS RESPONSIBILITY

Travel documents, including visas, as well as the compliance with custom regulations, are the clients and its partys responsibility. Hotelston shall not be liable for costs incurred by clients not carrying proper travel documentation.

In case the client or any member of its party behave in an inappropriate manner or cause damage, distress, offence or injuries to others or if the clients actions risk damage to persons or property of others including the supplier or third parties, the client will bear the full consequences and costs of eventual actions taken against the client by Hotelston, the supplier or legal authorities.

Should Hotelston be held liable for any costs, damages, fines, fees etc. as a consequence of the clients or a member of its partys actions by the supplier or third parties (including legal authorities), the client shall fully indemnify and hold Hotelston harmless from any of such claims (including legal fees incurred by Hotelston in order to defend itself).

25. CONFIDENTIALITY

"Confidential information" refers to any information in any form (written, oral, visual, electronically recorded, etc.) that is directly or indirectly provided by (the "caller party") to the other party or any of its representatives (the "receiving party") and that at the same time is declared as confidential (or similar designation) and / or has been reasonably considered confidential information, subject to property rights or, in general, not public. Confidential information includes, without limitation, commercial rights, know-how (which includes all the technical knowledge, components, prototypes, experience and methods of either party, represented by drawings, written descriptions, technical components or other representations), plans and business data and / or any other information regarding the business activities of the caller, including the existence of these terms and conditions.

Confidential information includes all information relating to the information provided by the parties before the signing of this contract. Confidential information does not include any of the following:

- Information that is public knowledge at the time of accepting these terms and conditions or that will become public knowledge without breaching these terms.
- Information that was rightfully known by the receiving party prior to being informed by the caller.
- Information that has been independently developed and received legitimately from the third parties.
- Information created by the receiving party in an independent manner and that is not part of the joint business opportunities on both sides.
- Information that has to be public by law.

The exchange of confidential information from each party includes directors, affiliates, partners, employees, agents, independent contractors, auditors, lawyers and advisers of the party.

The receiving party is committed to:

- **a)** receive and maintain the Confidential Information in confidence at its own expense;
- **b)** make maximum efforts to protect and safeguard the Confidential Information from loss, theft, destruction or the like;
- **c)** not, directly or indirectly, make known, divulge, publish or communicate the Confidential Information or any part thereof to any person, firm, entity or corporation without the express written consent of the Disclosing Party;
- **d)** limit the internal dissemination of the Confidential Information received to those who have a need to know and an obligation to protect the Agreement and these terms and conditions;
- **e)** not use or utilize the Confidential Information for the Receiving Partys benefit or the benefit of others without the express written consent of Disclosing Parties;
- **f)** not use the Confidential Information or any part thereof as a basis for the design or creation of any method, system or process similar to any method, system or process embodied in the Confidential Information unless expressly authorized in writing by Disclosing Parties;

- **g)** not reverse engineer, disassemble or decompile any prototype, software, communication exchange or other objects that embody the Confidential Information;
- **h)** keep the confidentiality of personal data (phone, email, address, etc.) included in the Confidential Information, if any, avoiding its dissemination and/or usage outside these terms and conditions purpose;
- **i)** limit the use of the Confidential Information to the framework of the commercial Agreement with Hotelston and these terms and conditions.

Any confidential information and copies made will be returned to the caller or, at the request of the caller, will be destroyed, removed permanently from any computer, server or other device, which must be certified by an authorized employee of the receiving party within the 15 days after receipt of the callers written request. When the receiving party has finished reviewing the information provided by the caller and has taken the decision to work or not with it, the receiving party shall return all the information to the caller without retaining any copies. The property throughout the confidential information provided will remain relevant to these terms and conditions, depending on the rights of any other owner, in the hands of the caller.

The rights and obligations of each party arising out of this section (confidential information) remain valid for a period of 5 years after its termination or expiration.

In the event of default by the Agent and/or their employees of their obligations of confidentiality and secrecy as provided herein, the Agent shall be liable and shall indemnify Hotelston for damages incurred, being subject to civil or criminal actions that may correspond to Hotelston as a result of that breach.

The Agent shall assume all costs and/or expenses that Hotelston may incur in order to enforce their rights, following the initiation of any judicial proceedings against Hotelston for breach of their obligation of confidentiality and secrecy, expressly included, the cost of proceedings, minutes of the Advocate and any other professionals hired for this purpose.

Any other use of the Confidential Information out of this contractual relation will be considered a breach of contract. The non-fulfillment by any of the parties of the duties established in the Agreement and these terms and conditions will entitle the disclosing party to bring an action for damages against the receiving party.

26. PERSONAL DATA PROTECTION

Hotelston may need to collect personal data and other information about the client to deal with their booking. Hotelston and the Agent commit themselves to act according to European laws and/or any legislation that develops, adds or replaces the "Personal Data Protection Regulation" (hereinafter PDPR). To that effect, the following directives must be observed and fulfilled:

- DIRECTIVE 95/46/CE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 24 October 1995, on the protection of individuals with regard to the processing of personal data and the free movement of such data.
- DIRECTIVE 2002/58/CE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (E-Privacy Directive)
- DIRECTIVE 2006/24/CE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 15 March 2006 on the retention of data generated or processed in connection with the provision of publicly available electronic communications services or of public communications networks and through which Directive 2002/58/CE is modified.

Any personal data that the Agent may reveal to Hotelston through the use of the reservation system will be considered to have been obtained, processed and transmitted under the strict observance and fulfillment of the PDPR.

Accordingly to the PDPR, the Agent and Hotelston commit themselves to keep confidentiality in connection to such data, even after termination of their relationship, and to ensure that the staff providing the services is also subject to such obligation.

Hotelston and the Agent state and guarantee that they have deployed the necessary technical and organizational measures to ensure the safety of personal data and to avoid its alternation, loss, processing and/or non authorized access, taking into account the current state of technology, the kind of data stored and the risks such data is exposed to.

Hotelston may disclose the clients information to third parties only for the purpose of completing the clients booking reservation and for the purposes of associated administration. Any data thus collected on this website may be transmitted, according to PDPR, to those entities that must be involved in order to contract the requested products or services. Where the clients product or service is outside the European Union, controls on data protection may not be as strong as the legal requirements in PDPR. Hotelston, however, will not pass any information on to any person that is not directly responsible for travel arrangements.

If the owner of personal information held by Hotelston would like at any time to exercise the right to access, correct, update or delete their personal information according to PDPR, please contact Hotelston.

27. COPYRIGHT

All materials and all content on Hotelston website are the intellectual property of Hotelston or its suppliers and are protected by international copyright law. The Agent is granted a limited, non-exclusive, non-transferable right to view these materials. The Agent may not copy, reproduce, store, transmit, distribute, borrow cache, modify, sell, make derivative works, or otherwise use the information without the express written consent of Hotelston. Any violation, including through robots, spiders or other automated or manual means, may result in severe civil and criminal penalties.

Version 1.1.

HOTELBEDS

GENERAL TERMS AND CONDITIONS

This HOTELBEDS website: www.hotelbeds.com ("The Website") belongs to HOTELBEDS, S.L.U. (hereinafter referred to as "HOTELBEDS", hereby acting in its name and on behalf of any of its subsidiaries or holding company or any affiliate of its holding company) a legally-constituted Spanish travel agency, based at Complejo Mirall Balear, Camí de Son Fangos, 100 - Torre A, 5^a. Planta, 07007 Palma de Mallorca, Spain with Wholesale/retail licence number BAL- 512 M/D granted by the Ministry of Tourism, Government of the Balearic Islands (Spain), tax identification code B-57218372 and registered in the Mercantile Register of Mallorca (page PM-44863, volume 2007, and folio 118).

The travel organizer (hereinafter referred to as CLIENT) shall offer accommodation, transfers, excursions, tickets, car rental and other destination services (the "Travel Services") through the Website.

The following Terms and Conditions form the basis of the CLIENT's relationship with HOTELBEDS. Please read them carefully as they set out both HOTELBEDS and CLIENT's respective rights and obligations.

Any booking that the CLIENT makes through the Website is conditional on the CLIENT accepting these General Terms and Conditions, the legal statement and privacy policy (the "Terms and

Conditions"). The Terms and Conditions form an integral part of the Website and cannot be separated from the general contracting conditions, operations or bookings. By visiting, using or ordering from the Website, the CLIENT and its user expressly agree to be bound by these Terms and Conditions and all applicable laws and regulations governing the Website and bookings transacted via the Website.

Access to the Website is strictly controlled by HOTELBEDS and HOTELBEDS reserves the right to change, modify, substitute or suspend or remove without notice any information or service from time to time.

If the CLIENT does not agree to be bound by the Terms and Conditions, the CLIENT must not proceed with the booking.

HOTELBEDS APPOINTMENT AS CLIENT'S AGENT

This agreement for access to this program is entered into directly by and between HOTELBEDS and the CLIENT. The CLIENT appoints HOTELBEDS as its agent for the provision of travel intermediary services in all territories in which HOTELBEDS may from time to time operate and HOTELBEDS accepts such appointment.

The intermediary services that may be provided by HOTELBEDS to the CLIENT under this agreement shall include the request for availability, booking and confirmation of the accommodation services, transfer services, excursion services, and representative services or such other services as the Parties may from time to time agree.

HOTELBEDS will make use its best endeavours to get the confirmation from the service supplier selected by the CLIENT in accordance with the submitted booking request. Should the availability be confirmed by the service supplier and the CLIENT proceeds with the payment in accordance with these Terms and Conditions, HOTELBEDS will be able to confirm the booking to the CLIENT. HOTELBEDS acts as the CLIENT's agent only in respect of all bookings HOTELBEDS makes on the CLIENT's behalf. HOTELBEDS accepts no liability in relation to any contract the CLIENT enters into or for any other services that the CLIENT books or for the acts or omissions of any service supplier or other person(s) or party(ies) connected with the CLIENT's booking. The service supplier's booking conditions will apply to the CLIENT's contract and prices and cancellation conditions shall be displayed when making each booking, dependant on prevailing conditions, availability and other factors. The Website will guide the CLIENT through the booking procedure.

WEBSITE USE

- **AGE AND RESPONSIBILITY**

The CLIENT warrants that i) has made legitimate enquiries or bookings for the CLIENT or any other person for whom the CLIENT is legally authorised to act; ii) that its user of the codes is at least 18 years of age or over and have legal capacity to use the Website and to create a legally binding contract for the CLIENT and, iii) that all personal information submitted during the bookings process is correct and CLIENT accepts financial responsibility for all transactions made under CLIENT name or account.

- **ACCESS CODES**

Access codes (user names and passwords) to this program shall be given by HOTELBEDS to each CLIENT, including as many passwords as necessary for each personal user.

After initial access codes are used for the first time to access the HOTELBEDS booking service, each user of the registered CLIENT MUST change his/her personal password (initially provided by HOTELBEDS) to maintain absolute confidentiality, preference and independence when operating.

Access codes provided by HOTELBEDS are for the sole use of each CLIENT and personal user; no access code use may be transferred or disclosed to third parties including, but not limited to, representatives or subsidiaries of the CLIENT.

Each CLIENT and the personal user are directly responsible for the use of their own access codes, which must not be shared with other users nor disclosed by any means. In the event of improper use thereof, such access codes shall be withdrawn; sales will immediately be stopped and fraudulent bookings will be cancelled. In the event HOTELBEDS or CLIENT detects fraudulent or improper use of the access codes by the CLIENT, including its current and former employees, HOTELBEDS reserves the right to take any legal action pursuant to the protection of its legitimate interest and claim the cancellation costs of the fraudulent bookings from CLIENT.

For reasons of security, HOTELBEDS reserves the right to change the access codes of the CLIENT so long as such changes shall not disrupt the use of the system by said CLIENT, and that sufficient notice of the planned change(s) is received by said CLIENT. In addition, the CLIENT should change the access codes from time to time for security reasons, especially every time one user is no longer employed by the CLIENT.

- **BOOKINGS: HOW TO BOOK HOTELBEDS TRAVEL SERVICES.**

Simply search for the chosen Travel Service (accommodation, tour programmes, transfer, excursion, ticket, car rent and other destination services), the service supplier (concrete Hotel, etc.) at the desired destination, booking pax and dates, then proceed to the final booking page. Details of CLIENT selection will be featured at the Website. The CLIENT shall carefully check the dates, the price, the destination and the service supplier details before completing the booking. Information relating to the cancellations policy, costs and details applicable to the booking will also be displayed during this process.

HOTELBEDS system only allows individual bookings. The CLIENT is only permitted to book up to 5 rooms per stay for an individual booking. Should the CLIENT submit a booking of 6 or more rooms per stay, either in one or several individual bookings, then this will be considered a "Group Booking". Group Bookings will be subject to confirmation by the Hotel and may result in modification or cancellation of such booking or booking terms at the Hotel's discretion.

To confirm a booking, the user must be authorised to make the booking by the CLIENT and by all persons named on the booking and their parent or guardian for all party members who are under 18 when the booking is made. By making the booking, the CLIENT is confirming that all persons named on the booking accept the Terms and Conditions and that the CLIENT will inform the other persons named on the booking of the confirmation details and any other appropriate information. By making the booking the CLIENT also become responsible for making all payments due to HOTELBEDS.

Once HOTELBEDS has received the CLIENT booking and all appropriate payments, HOTELBEDS will, subject to availability, confirm the booking once the service supplier concerned confirms to HOTELBEDS. HOTELBEDS will confirm by issuing a confirmation e-mail containing a booking voucher.

The booking request will not be confirmed by HOTELBEDS and the transaction is not considered completed until the CLIENT has paid on time the full price of the services, irrespective of whether the consumer, intermediary or the remaining interested parts, have paid the referred price to the CLIENT. Therefore, HOTELBEDS will confirm the booking once the full price is paid by the CLIENT.

Except where the parties have agreed on payment terms in a financial agreement, under no circumstances will the booking be deemed complete until the CLIENT has paid HOTELBEDS the price of the services, independently of the consumer, intermediaries or other parties concerned having paid the aforementioned price to the CLIENT. Consequently, HOTELBEDS will only confirm the bookings once the payment has been made in full to HOTELBEDS.

CLIENT shall check the booking voucher carefully as soon as the CLIENT receives it and contact the HOTELBEDS customer services immediately if any information which appears on the booking voucher or any other document appears to be incorrect or incomplete. As HOTELBEDS acts only as CLIENT's travel agent, HOTELBEDS will have no responsibility for any errors in any documentation except where those errors were made by HOTELBEDS while processing the booking.

Such a voucher or booking confirmation shall include:

- Booking code
- General booking details
- Breakdown of amount and/or invoice to be paid by CLIENT to HOTELBEDS (or subsidiaries/ affiliates)
- Voucher or deliverable documents. The documents provided by HOTELBEDS are for the sole reference of the CLIENT. The voucher for the consumer MUST be issued by the CLIENT and it must indicate that it is payable by the company designated in the documents issued by HOTELBEDS unless otherwise agreed in writing with HOTELBEDS, including the following wording: "Payable through [*the appropriate Hotelbeds company that corresponds to the destination booked*], acting as agent for the service operating company". The consumer shall present the CLIENT's voucher with HOTELBEDS' reference at the service supplier/accommodation establishment upon check in.

If a cancellation has occurred immediately after the confirmation of the booking, the voucher will become invalid. Consequently the booking will be deemed invalid by Hotelbeds and the service supplier. Moreover if the service supplier renders the services, Hotelbeds shall not be responsible for its payment.

- IMPOSSIBILITY OF HANDWRITTEN SIGNATURE

Due to the special characteristics of the electronic commerce, the CLIENT agrees that a handwritten signature would not be possible for this transaction. The CLIENT also agrees to be bound by accepting of the Terms and Conditions of the Website upon making the booking.

GENERAL

The CLIENT is responsible for ensuring that these Terms and Conditions are brought to the attention of, and agreed with, their consumers, intermediaries, and all other interested parties, prior to entering into any agreement with those parties to which these Terms and Conditions might apply.

Upon making any business transaction via the Website, the CLIENT accepts that these Terms and Conditions apply to each and every transaction.

CLIENT is obliged to provide the Retail Agency or, if applicable, the consumer, the following data:

- What is included and not included in the price of services.
- The regulations and consequences of a no show by the consumer at the establishment, of regulations regarding cancellations, annulments and modifications, as well as of any possible name changes of the Hotel plus the possible existence of stay taxes.
- That all the users, including children must have current personal and family documentation, either passport or National Identity Document, as required by the country or countries visited.
- All extra services (special meals, extra beds, cots/cribs etc).
- CLIENT is also obliged to provide a voucher for the services that contains the following wording: "Payable through [*the appropriate Hotelbeds company that corresponds to the destination booked*], acting as agent for the service operating company".

The consumer shall be liable for obtaining the documentation required at destination, such as visas, ID's, passport, medical documents, etc. and HOTELBEDS shall not be liable for any circumstance or expense incurred due to lack of documentation or non-compliance of requirements.

That for all intents and purposes, regarding transport by land, it is understood that the user shall carry with him/her all their luggage and personal belongings, irrespective of the location within the vehicle where these are stowed, and that such luggage and personal belongings are carried at user's own risk. Users are recommended to be present during handling, loading and unloading of luggage.

With regard to transport of luggage by air, by rail, by sea or by river, the general Terms and conditions applicable to transportation companies shall apply, with the ticket being the binding document between the aforementioned companies and the passenger. In the event of any damage or loss, the consumer shall at that time make a claim to the Transport Company.

In any case HOTELBEDS will not be responsible for the passenger's luggage.

Whenever the European Package Travel Directive 90/314 EEC must be applied due to the intention to include any of the Travel Services provided by HOTELBEDS in a Package Travel, CLIENT undertakes to strictly comply with the Package Travel Directive 90/314 EEC and/or any legislation that develops, adds to and, when appropriate, replaces them, delivering or enabling the delivery of all the appropriate information to the consumer, requesting its signature and approval on the package travel conditions when necessary.

WARNING – USA RESTRICTIONS ON TRAVEL TO CUBA

No Bookings for Travel Services in Cuba shall be facilitated, arranged or made by or through HOTELBEDS USA Inc. The CLIENT hereby acknowledges that travel to Cuba by citizens and residents of the United States, is subject to the laws of the United States pertaining to the U.S. embargo of Cuba and requires a license by the United States Government. No refunds will be made or liability incurred with respect to any travel arrangements made by citizens or residents of the United States without required licenses.

WARNING – OTHER COUNTRIES/TERRITORIES POTENTIALLY SUBJECT TO RESTRICTIONS

All bookings for locations subject to sanctions by the United States, European Union or other countries must be consistent with applicable restrictions. No refunds will be made or liability incurred with respect to any travel arrangements, or related payment arrangements that are prohibited under applicable law.

PRICES

The prices offered on the Website are confidential and may not be disclosed.

Payment will be made in EUROS or in the national currency applicable at that time with the exchange rate between EURO/new currency effective at the day of payment. Any and all payments made regarding travel to Cuba must be made in EUROS.

Prices quoted on the Website are net prices (non-commissionable) including all indirect taxex (GST, ITBIS, VAT or other similar taxes) except any tourist/stay tax, which will be payable by the consumer at the airport/hotel; therefore, the price paid by the CLIENT shall include all indirect taxes but the ones specified above. Any increase or change in the applicable tax will be directly added to the prices offered in these Terms and Conditions.

- Hotels and other accommodation establishments: Prices quoted are per person per night or per unit per night.
- Transfers and excursions. Prices quoted are per person per service.
- Car rental. Prices quoted are per vehicle per day.
- Tickets. Prices quoted are per show or event.

Prices quoted on the Website are directly generated by the system. The CLIENT shall be invoiced according to current prices at the time of online confirmation of booking and according to the handling fees, which depend on the destination where the booking is confirmed (for the handling fees charged by each destination, contact our local office in charge of that destination).

Both price and availability of the selected service may be subject to change before confirmation of the booking.

Prices quoted on the Website are net rates (except for those previously agreed) depending on daily availability, and as such may be subject to variations for the following reasons:

- Due to foreign currency fluctuations with regard to the exchange rate applied to confirmed bookings.

In this case, the exchange fluctuation shall only affect the price when the variation in the rate of exchange exceeds 3%.

- Accommodation establishments. In the event of Trade Fairs, special events or new special conditions of the establishment.

Block booking of accommodation bookings for future sales is forbidden under any circumstances or at any time. HOTELBEDS reserves the right to cancel any bookings made for this purpose without liability.

As well, the CLIENT agrees not to use HOTELBEDS' prices appeared on the Website to contact HOTELBEDS' suppliers disclosing such prices for the purpose of negotiating new rates and/or any other meaning, in this event, CLIENT shall indemnify HOTELBEDS and HOTELBEDS will notify the supplier the illicit use of the rates by CLIENT.

In order to allow HOTELBEDS to comply with its contractual obligations with hotels and other service providers, it is also the CLIENT's responsibility to inform HOTELBEDS of their source selling markets, that is, markets from which HOTELBEDS product will be sold. Once HOTELBEDS has this information and has in turn informed the CLIENT of prices and rates applicable to the stated source markets, the CLIENT agrees not to apply said pricing to any other source market. Should the CLIENT wish to sell HOTELBEDS product in other source markets, they must inform HOTELBEDS of this and they will therefore be informed of the applicable prices for that source market.

The prices offered therein are for sale within the CLIENT's own market to the exclusion of any other. Sales to any other markets shall only be possible by prior request and with the express authorisation thereof by HOTELBEDS.

- **THE PRICE INCLUDES**

All services, products and fees agreed upon via the Website.

Hotels and other accommodation establishments: Service as specified in the booking confirmation, with the exception of those accommodation establishments in which the inclusion of other services is specifically indicated. In most hotels the earliest check-in time is after 14:00 hours, and the latest check-out time on date of departure is 12:00 hours.

Transfers and excursions: In most cities, these are held not as a complementary and/or additional service to accommodation, but as an independent service.

Car rental: Service as specified in special Terms and Conditions to be applied.

The CLIENT shall be liable for their consumer's reconfirmation of flights directly with airline and/or other services and for advance notice to receiving agents at destination of any changes in flights and/or flight times in the event that there has been a modification of the reserved flight(s).

The CLIENT shall be liable for ensuring that the flights and times given to HOTELBEDS are correct, and where other services are required, these shall be organised based on the data provided by the CLIENT.

- **THE PRICE DOES NOT INCLUDE**

Any service not specified in the booking confirmation.

Accommodation services: any extra services are not included such as telephone calls, insurance, laundry service, minibar, parking, etc. which shall be paid directly by the consumer.

UNAUTHORISED ROOM BLOCKS

Holding Room Blocks is considered as prohibited behaviour.

The use of the HOTELBEDS booking engine is limited to Free Independent Traveller/Tourist (FIT) bookings and as such our database inventory is protected against any other unauthorized use.

The blocking of multiple rooms or services with unconfirmed names, ensuing name changes or cancellation within 45 days of arrival is prohibited, due to database inventory restraints.

Should any such blocks be detected, HOTELBEDS reserves the right to:

- a) Deny and cancel said bookings.
- b) Charge an administrative fee for handling the block and subsequent changes.

Administrative fee:

Multiple name changes indicating that rooms have been blocked will be subject to a 25 USD/20 EUROS fee per modification, including each name change.

The administrative fee can vary from time to time, for the concrete administrative fee please contact the respective HOTELBEDS Sales Manager.

MEANS OF PAYMENT

All Travel Services must be paid 24 hours before cancellation fees apply via web as provided by HOTELBEDS. If no payment is made before payment deadline (24 hours before cancellation fees displayed on the web -for credit card payment- or 72 hours before -for bank transfer payment-), the booking will be automatically cancelled. In the event of non-refundable bookings and bookings made at the time they accrue cancellation fees, it shall be paid at the moment of booking.

The booking request will not be confirmed by HOTELBEDS and the transaction is not considered completed until CLIENT has paid in time the full price of the Travel Services, irrespective of whether the consumer, intermediary or the remaining interested parts, have paid the referred price to CLIENT. Therefore, HOTELBEDS will confirm the booking once the full price is paid by CLIENT.

Invoices must be paid in full. No deductions by CLIENT are allowed. Any disagreement regarding the invoice must be communicated to HOTELBEDS within 20 days as of issue thereof. Any disagreements communicated subsequently shall not be considered.

Payments shall be made in the currency appearing on the invoice, in any of the following ways:
- Bank transfer to HOTELBEDS, SLU. SWIFT confirmation shall be sent following Website instructions. CLIENT shall be responsible for ensuring that such confirmation is received by HOTELBEDS with the required notice.

In the event that payment for the booking is not received by the date and method agreed or that there is a failure to fulfil all requirements, HOTELBEDS may automatically cancel the bookings with no right on the part of CLIENT and/or the consumer to claim any service provision or amount whatsoever from HOTELBEDS on account of such an annulment.

HOTELBEDS shall receive the net price timely and the CLIENT hereby assumes any cost or expenses that may arise for the payment. Therefore, any deficiency in payment arising from bank charges or as a result of currency conversion shall be paid by the CLIENT.

HOTELBEDS shall be entitled to claim for and receive payment of any expenses which have been incurred by HOTELBEDS, in addition to full settlement with interest (EURIBOR + 1.5 points per annum), for any unpaid amount with respect to the services provided except in the case of disputed charges.

HOTELBEDS hereby acknowledges that it is responsible for the security of cardholder data that HOTELBEDS possesses or otherwise stores, processes, or transmits on behalf of the consumer, or to the extent they could impact the security of the consumer's cardholder data environment.

TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

These Terms and Conditions do not supersede but complete and add to the above mentioned Terms and Conditions. In case of contradiction between the general and special Terms and Conditions, the latter shall prevail.

- ACCOMMODATION SERVICES

Children

Special conditions for children are agreed upon with each service supplier and are not based on any one criteria; therefore, and given that each accommodation establishment/supplier applies its own special conditions or discounts, CLIENT shall enquire about this point when making the booking.

Accommodation services: Such discounts or special conditions must be understood as applicable only when children share a room with 2 adults.

COTS(UK) /CRIBS (US) – In the event that this service is required, this shall be indicated when making the booking, as some accommodation establishments have a limited availability of such items. This extra service can be paid by the consumer directly at the establishment if required.

Third Person In Accommodation Services

Almost all hotels will treat a booking for a third person as a double room with an extra bed. Consult the supplement and/or discount applicable for an extra bed to be occupied by an adult, as this varies depending on the hotel. There are hotels with very few available extra beds, so it is imperative to ensure availability when making CLIENT booking. Failure to do this may result in non-availability of the extra bed at the hotel, with no right to claim any service provision or amount whatsoever from HOTELBEDS.

No Show In Accommodation Services

No show by the CLIENT's consumer at the accommodation establishment without prior warning shall be considered a cancellation.

No reimbursement to the consumer shall be made in the event of a 'no show' without prior consultation with, and express authorisation from, HOTELBEDS, who shall inform the CLIENT of charges payable, which may range from the cost of one night to 100% of the amount of the booking.

Modifications

Unless expressly authorised by HOTELBEDS the CLIENT shall not be allowed to reduce the reserved period of stay or requested service, nor change the names of the consumer once booking has been made.

Any such changes shall be deemed to be a cancellation of the booking.

Modifications to extend the reserved period shall be subject to availability; in the event of an extension, the price shall be modified accordingly.

Cancellations

In the event of withdrawal of the tourist services purchased via HOTELBEDS, the CLIENT shall have the right to be returned all amounts paid with deduction of the amounts, if any, which may have accrued in terms of cancellation charges.

Generally, cancellations made at least 48 hours before consumer arrival shall not generate charges. This is notwithstanding the aforementioned period may vary in each particular case and shall be indicated at the time of booking. At the time of confirmation of the booking the cancellation charges which may ensue shall vary according to destination, dates and accommodation establishment.

If for exceptional reasons the cancellation is not made via the system, it must be sent in writing to HOTELBEDS detailing the destination and booking number. HOTELBEDS shall send an acknowledgement of receipt and inform of all the charges, if any, which may be applicable. The CLIENT shall be responsible for obtaining the confirmation and/or acknowledgement of receipt of the cancellation of the booking by HOTELBEDS. Any charges for cancellations made directly by the consumer with the accommodation establishment which are charged by the supplier to HOTELBEDS shall be paid, in turn, by the CLIENT to HOTELBEDS.

Claims for reimbursement by a consumer leaving the accommodation establishment before the reserved departure date (early check-out), must be addressed to HOTELBEDS within 20 days of the effective date of departure, together with written confirmation from the accommodation establishment of time and date of departure.

In the event of no-show or early check-out the accommodation establishment may charge the full amount of the original booking, in which case reimbursement to the consumer shall not apply.

Bookings made via HOTELBEDS may be cancelled by request of either party with no penalty whatsoever in the event of *force majeure*, such as, without restriction, war, revolution, acts of terrorism, closure of borders, epidemics, catastrophes which may affect the various destinations and,

specifically, the location of the accommodation establishment at destination, as well as the country of origin of the consumers.

Other services will have different booking / cancellation policies which CLIENT will be informed of by the relevant destinations (for offline bookings) or when the CLIENT confirms their bookings (for online bookings).

Important

- Throughout the year, some accommodation establishments may change name or trade name, which shall not be construed as a change of hotel or modification of the booking.
- In some countries, there is a local tax known as "visitors' tax", "city tax" "tourist tax" (or similar) and other fees including (but not limited to) resort fees or service charges, which shall be paid directly by the end consumer at the establishment and/or at the airport. HOTELBEDS shall use reasonable endeavours to provide, at the time of booking, an estimation of the applicable fees and/or local tax(es) attributable to each individual booking and payable at the time of booking and/or locally on arrival ("Local Tax/Fee Estimation"), however please note that HOTELBEDS does not warrant that the Local Tax/Fee Estimations shall be accurate and the CLIENT acknowledges and agrees that the Local Tax/Fee Estimations are provided as estimates only. The CLIENT further acknowledges that Local Taxes and Fee Estimations, may change from time to time. As a result, HOTELBEDS cannot be held liable for any loss, costs or damages incurred as a result of the provision of such Local Taxes/Fee Estimations. Confirmation of and the accuracy of the Local Taxes/or Fee Estimations is ultimately the responsibility of the CLIENT.
- The categories of the hotels have been provided by the establishments themselves and in accordance with specific regulations applicable in each country. A hotel in one country, therefore, may not be similar in terms of services and quality to a hotel in another, despite belonging to the same category.
- HOTELBEDS provides the information supplied by the hotel regarding the existence of works of refurbishment or renovation of the establishment, as well as duration thereof. HOTELBEDS shall not accept claims for works about which it has not been informed or which extend beyond the planned date of conclusion thereof.
- In some countries the legal adult age may differ depending on the relevant local legislation. It will be the sole responsibility of the consumer to ensure that he/she is at least of legal age in order to check in to the accommodation establishment.
- Most accommodation establishments may request a holding deposit on credit or debit card from end consumers upon arrival at the accommodation for incidental charges incurred during the end consumer's stay, including but not limited to, long distance telephone charges, room service, resort fees, in-room movies, damage or theft of hotel property, mini bar usage and other such hotel amenities. The CLIENT is obliged to inform about this requirement to end consumers.

- CAR RENTAL SERVICE

The car rental reservation services will only be available through the access to the HOTELBEDS website. A car rental reservation (whether confirmed or not) through HOTELBEDS website does not constitute a contract for the supply of vehicle rental services. A contract will be entered into between the consumer and the car rental company at the time of rental and will be governed by the laws of the country of rental.

The contract is entirely between the consumer and the car rental company.

The car rental reservation XML integration is provided by HOTELBEDS' affiliate company Micronnexus GMBH (trading under the commercial name "Carnect"). The CLIENT agrees to enter into a separate commercial agreement with Carnect which will regulate the conditions for such integration.

- TRANSFER SERVICE

The following additional Terms and Conditions apply to CLIENT's booking transfer services through the Website.

HOTELBEDS agrees to carry the passenger and his/her luggage on the journey permitted by the services booked with HOTELBEDS, subject to these special Terms and Conditions of carriage and any special conditions applicable to the services booked.

HOTELBEDS is not obliged to carry any child under the age of 14 unless that child is accompanied by a responsible person aged 18 or over, Children over the age of 2 require a booking to be made for them.

The service booked may only be used by the person(s) named on the booking or for whom it has been purchased, and may not be transferred to or used by anyone else. The person that requests the web booking-form must have the authority to do so from all the other travellers in the group and confirm that the people named on it accept the booking conditions, and is responsible for the full cost of the service, including any cancellation or amendment charges. He/she will inform other members of the party of confirmation details and any other appropriate information.

Bookings. Booking requests for transfers must be made at least 48 hours before transfer time. Communication of the confirmation of the booking shall be made via the web page of HOTELBEDS.

Once the transfer booking is completed, a voucher with the reference number will be displayed on the screen. The voucher must be printed and presented as proof of booking.

Voucher. The voucher will show all the information necessary to reach the boarding point. The voucher will also show a contact telephone number for checking the booking and informing about contingencies.

HOTELBEDS advises the passenger to request Transfer service confirmation 24 hours before service time.

Modifications. The destination and pick-up addresses on the voucher are the addresses where the passenger will be delivered and picked up. Any modifications to a booking requested by the end consumer will be subject to an administration charge as well as any change in the rate to be charged if the collection point is more than two kilometres from the booked collection point. HOTELBEDS also reserves the right not to provide the service if the service is very different from the original Travel Service booked. Modifications made less than 48 hours prior to the time of travel will be subject to confirmation.

Cancellation. Consumers are entitled to cancel the transfer through the HOTELBEDS system. Cancellations must be made at least 48 hours before the time of travel. HOTELBEDS will refund the money subject to the cancellation policy.

No reimbursement to the consumer shall be made in the event of cancellation less than 24 hours before the time of travel.

No-shows. A no-show by the passenger without prior warning shall be considered a cancellation.

No reimbursement to the consumer shall be made in the event of a 'no-show' without prior consultation with and express authorisation from HOTELBEDS, who shall inform the CLIENT of charges payable which may vary up to 100% of the amount of the booking.

Information for the booking of the transfer service is provided by the CLIENT. The voucher must be checked for errors.

The passenger must take the voucher with him/her whenever he/she travels on a service, and must produce the voucher for inspection when requested. The passenger must take care of the voucher.

Spoiled or tampered vouchers. If the voucher is spoiled or tampered with it will be invalidated and if the passenger travels with it, he/she will be considered to have travelled without a voucher.

If the voucher is spoiled or tampered with before travelling, then HOTELBEDS may replace it with proof of purchase, identity, and a reasonable explanation as to why the voucher was spoiled or tampered with.

The passenger must make sure he/she is on the correct service and meets any service on which the passenger is travelling at the relevant boarding point.

The passenger should arrive at the boarding point for a service at least 10 minutes prior to the scheduled departure time for that service.

If the passenger arrives later than the scheduled departure time, HOTELBEDS may give the seat to another passenger, in which case the passenger will be considered to have missed the service. HOTELBEDS shall not be liable to the passenger if he/she misses any service or suffers any loss, economic or otherwise, as a result of his/her late arrival, and shall not be obliged to hold up any service to wait for the passenger, or to provide a seat on any other service if the passenger misses a service.

All transfers will be carried out on the day stated on the voucher. The passenger must allow plenty of time in order to arrive in time to connect with air travel services or other forms of transport provided by other carriers.

Airlines suggest that passengers be at the airport at least 2 hours before the scheduled departure time of their flight.

If the passenger misses his/her flight or it is delayed, HOTELBEDS can provide the passenger with a document he/she may require for insurance purposes (if subscribed) to cover the costs of the new transfer. Additional costs may have to be assumed by the passenger.

Notwithstanding the aforesaid, transfers from the airport may be automatically delayed if the flight suffers a delay.

The passenger undertakes to comply with the particular rules established by the transfer service supplier during the transfer service.

Luggage

Passengers are entitled to ONE SUITCASE and ONE piece of hand luggage each. Any excess luggage must be declared at the time of booking. HOTELBEDS reserves the right to charge for any excess luggage.

HOTELBEDS must be informed of items such as, but not limited to sports equipment (golf clubs, ski's windsurf boards etc) and electric wheelchairs. Any voluminous item will be subject to an additional charge, except for their voluminous items needed by their owners for personal disabilities, such as electrical wheelchairs. Extra charges may be made at HOTELBEDS' absolute discretion and depending on the transfer supplier and the destination. Such extra charges must be paid before departure otherwise HOTELBEDS may refuse transport of the aforementioned items.

Luggage must be clearly labelled with the owners name and destination address.

It is understood that the passenger shall carry with him/her all their luggage and personal belongings, irrespective of their location within the vehicle where these are stowed, and that such luggage and personal belongings are carried at user's own risk. Passengers are recommended to be present during handling, loading and unloading of luggage.

Transfer Service

HOTELBEDS reserves the right (and delegates to its drivers and appointed agents the right) to refuse to carry any person who is thought to be under the influence of alcohol or illegal drugs and/or whose behaviour is considered to pose a threat to the driver, the vehicle or the other passengers. Under these circumstances HOTELBEDS reserves the right to refuse any reimbursement and no alternative transfer service will be provided.

Passengers are not allowed to consume alcohol on any of the vehicles. The one exception to this rule is when it has been agreed in writing by HOTELBEDS with passengers utilising a Limousine. In such cases reasonable amounts of alcohol consumption during their transfer is allowed. Smoking is not permitted, except where express permission has been given by the driver.

The passenger(s) shall be responsible for all damages caused in the event of abnormal or vandalising behaviour.

Liability

HOTELBEDS shall use reasonable endeavour to ensure that vehicles arrive on time to begin the period of hire and that they reach their destination on time. Vehicles are fully insured for passenger and third-party claims, as required under local laws.

If HOTELBEDS were to fail for any reason within its control to deliver its passengers to their confirmed destination, HOTELBEDS will provide suitable transport such as another coach, private car, taxi etc. Any reimbursement made by HOTELBEDS for the costs of an alternative means of transport incurred by the passenger to reach their ticketed destination shall be no more than the cost of reaching that destination by taxi.

HOTELBEDS shall have no liability for any delay or failure to carry the passenger or for breach of contract when caused by a circumstance beyond HOTELBEDS' reasonable control. The following shall, without restriction, be considered to be circumstances beyond HOTELBEDS' reasonable control: war or threat of war, accidents causing delays on the service route, exceptional severe weather conditions, fire and/or damage at a station, compliance with requests from the police, customs or other government officials and security services, deaths and accidents on the road, vandalism and terrorism, unforeseen traffic delays, strike/industrial action, riot or local disturbance or unrest, problems caused by other consumers, bankruptcy, insolvency or cessation of trade of any carrier used by HOTELBEDS and other circumstances affecting passenger safety.

HOTELBEDS' maximum liability to CLIENT and/or passenger(s) for any reasonable and foreseeable loss, damage or liability which the passenger may suffer or incur as a result of HOTELBEDS' failure, breach of contract, or the deliberate or negligent acts or omissions of any of HOTELBEDS' employees, shall be limited to the booking price for the transfer booked.

CLAIMS & LIABILITY. DISCLAIMER

- CLIENT'S LIABILITY

The CLIENT shall be liable for the behaviour of its consumers in the event of abnormal behaviour, vandalism or misconduct. In this case, HOTELBEDS and/or the service supplier reserve the right to automatically cancel consumer stay or bookings with no right of the consumer to any compensation whatsoever.

The CLIENT (whether or not this Agreement has been terminated) shall at all times save harmless and keep fully indemnified HOTELBEDS from and against any actions, claims, proceedings, losses, costs, expenses and demands (including costs and expenses in defending such matters and its proper compromise) arising directly or indirectly out of or incidental to or in connection with any breach by or on behalf of the CLIENT or any of its servants, agents or contractors of any of the provisions of this Agreement.

HOTELBEDS acting as intermediary, will assist the CLIENT on the incidents and complaints handling. Such assistance will consist of informing the service supplier about the complaint and make its best endeavours to ensure that the service suppliers accept liability and indemnify from and against any claims of the CLIENT's end consumers arising from the provision of the Travel Services.

Notwithstanding the above HOTELBEDS' entire liability under this Agreement, whether in contract, tort (including breach of statutory duty), or otherwise shall not exceed the sums paid by CLIENT to HOTELBEDS for the specific services in question.

Neither party shall be liable for any indirect, special or consequential loss, including economic loss, which term shall include, but not be limited to, loss of profits, loss of use of profits, business, revenue, goodwill or anticipated savings.

- HOTELBEDS' LIABILITY

HOTELBEDS acts as the CLIENT's agent and as an independent intermediary in the contracting of accommodation and other services, and thus shall not be held liable for death, injury, illness, damage, loss, accident, theft, delays or any other irregularity which may arise, whether directly or indirectly, from the supply of services by the hotel or other suppliers and which have been contracted via HOTELBEDS.

HOTELBEDS shall use reasonable endeavours to ensure that the suppliers accept liability and indemnify from and against any claims of the CLIENT's guests arising from the provision of the Travel Services. Therefore the CLIENT hereby commits to ensure that, when possible, the end consumer files any claim for the Travel Services directly with the service provider who will be primarily liable for the complaint. The CLIENT also acknowledges that HOTELBEDS has no control over the provision of the services rendered by the service provider.

Notwithstanding any provision of this Agreement, HOTELBEDS' entire liability under this Agreement, whether in contract, tort (including breach of statutory duty), or otherwise shall not exceed the sums paid by the CLIENT to HOTELBEDS for the specific services in question.

- **DISCLAIMER**

The information on the Website is posted in good faith but HOTELBEDS cannot guarantee that it is completely free from inaccuracies and typographical errors and does not accept liability for any error or omission on the Website. Information on the various services is as accurate as possible given that the information is provided by the service supplier.

Obvious errors and mistakes (including misprints, typographical errors and errors in calculating currency conversion, errors in pricing in general, etc.) are not binding. In the event of an error or mistake being made, HOTELBEDS or the supplier reserves the right to cancel any booking and refund monies paid by the CLIENT to HOTELBEDS in relation to such booking (if applicable), this will be without any liability to the CLIENT and or the user.

This Website contains links to other websites. Except where they belong to HOTELBEDS, such other websites are not under the control of HOTELBEDS or maintained by HOTELBEDS and HOTELBEDS is not responsible for the content of such websites.

In no event shall HOTELBEDS be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of access to, the use of the Website or any information contained in it or the inability to access to, including loss of profit and the like.

Service suppliers on the Website are independent businesses and are not agents or employees of HOTELBEDS or its affiliates. These independent businesses provide the services in accordance with their own Terms and Conditions which may limit or exclude their liability to the CLIENT or the consumer. HOTELBEDS and its affiliates are not liable for any acts, omissions, breaches or negligence of any such independent businesses or any damages or expenses resulting from the aforesaid. HOTELBEDS and its affiliates are not liable for any refunds in the event of overbooking or force majeure or any other cause beyond their control.

To the maximum extent permitted by law, HOTELBEDS disclaims all implied warranties with regard to the information, services and materials contained on the Website. All such information, services and materials are provided "as is" and "as available" without warranty of any kind.

CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA

- **CONFIDENTIAL INFORMATION**

"Confidential Information" shall be deemed as any information or data, whether or not it has been drawn up in hard or soft copy or in any other form that is already in use or that could be invented in the future, which HOTELBEDS notifies or provides to the CLIENT or that the latter may have access to with or without the knowledge and/or express consent of HOTELBEDS.

Therefore, Confidential Information shall be deemed as the following and will include, but not be limited to: any data bases and prototypes created from the documents provided, proprietary management software, computer system passwords, information on users, telephone numbers, fax numbers, email addresses, addresses of offices, agencies, departments and headquarters, computer programs, copies, routines, sources, functional and organisational analysis, know-how, formulae, processes, ideas, inventions (whether patentable or not), financial data and development plans, strategies, the contents of any bids that may be made and any other supporting documents, data or material belonging to HOTELBEDS or available in it's the Website that the CLIENT may have access to.

Notwithstanding the provisions of this clause, HOTELBEDS and the CLIENT agree that the obligation of confidentiality shall not apply in the following cases:

- a) in the case of information that is in the public domain or once supplied, the information becomes public knowledge, as long as it does not result from a breach of this clause;
- b) any information that has been disclosed by a third party and is not to be considered confidential, provided that the third party was authorised to disclose that information; or
- c) when the disclosure is required by law, by order of a Court or Tribunal of a relevant jurisdiction or administrative mandate.

In the event referred to in paragraph (c) above, the content of the disclosure will be limited to what is necessary to comply with the legal or administrative requirements, but not exempt from the duty to comply with the confidentiality obligation on disclosing the information to third parties, nor does such information come into the public domain for the purposes of the provisions of paragraph (a). Additionally, it is mandatory to notify the other party of such a request, prior to releasing Confidential Information, committing to do everything possible to ensure that confidential treatment of the information is given.

- NON-DISCLOSURE

Total or partial disclosure of any of the Confidential Information to which the CLIENT may have access by means of contracting and performance of its services to third party individuals or companies shall be expressly prohibited.

The CLIENT guarantees that its employees, consumers, suppliers, sub-contractors and any other parties related to the agreements between HOTELBEDS and the CLIENT fulfil the confidentiality commitments contained in this document. The requisite measures must be adopted for said fulfilment of the confidentiality commitment and the CLIENT shall be responsible for any claims or damages caused by the non-fulfilment of this obligation.

The CLIENT undertakes to fulfil these confidentiality commitments from the date that this agreement is signed and to continue to do so whether the relationship between the parties is in force or not. Should the CLIENT or any of its employees, agents, suppliers or representatives conceive any invention, innovation, discovery, computer program, process, technique or the like, as a result of observing or having access to the Confidential Information, the CLIENT agrees to assign or to have assigned, said invention, innovation, discovery, computer program, technique or the like, to HOTELBEDS.

- BREACH OF CONFIDENTIALITY CLAUSES

Apart from that stated in the personal data protection clause, and the obligation to compensate any specific losses or damages caused, as a result of the infringement by the CLIENT of the confidentiality obligations stated, the latter shall also pay HOTELBEDS an amount of nine thousand euros (€9,000.00).

- ACCESS TO PERSONAL DATA

If HOTELBEDS needs access to personal data which is strictly necessary to provide the Travel Services requested by the consumer, HOTELBEDS and the CLIENT shall ensure this is legally

possible pursuant to the European Directives 95/46, 2002/58, and/or any legislation that develops, adds to and, when appropriate, replaces them (hereinafter referred to by its initials PDPR –personal data protection regulation).

The CLIENT hereby warrants that it has all the necessary consents and authorisation from the data subject for the transfer of such personal data to HOTELBEDS and authorises HOTELBEDS to proceed with all the subsequent transfers of data in order to complete the request and booking of the Travel Services including claim and incidents management by third parties.

The personal information that HOTELBEDS may collect from the service supplier, as well as any personal data which, in the use of this system, the CLIENT may disclose to HOTELBEDS shall be understood as obtained, treated and transmitted with strict observation of and in total compliance with the requirements set forth by PDPR. The CLIENT agrees to provide accurate data and updated it if necessary in such a way as to give a true picture of the current situation of the consumer.

In fulfilment of that stated in the PDPR, the CLIENT and HOTELBEDS undertake to observe professional secrecy regarding such data, even when their relationship has terminated and to ensure that the staff performing the Travel Services abide by the aforementioned obligation.

HOTELBEDS and the CLIENT warrant that they have installed the technical and operational security measures that guarantee the security of personal data and prevent its alteration, loss, mishandling and/or unauthorised access thereto, bearing in mind the status of technology, the nature of stored data and the risks to which it is exposed.

The Person in charge of these files is: HOTELBEDS, S.L.U. with company address at Palma de Mallorca (Spain), Complejo Mirall Balears, Camí de Son Fangos 100, Torre A – 5ª Planta, C.P. 07007. These files are registered with the Spanish Data Protection Authority (AEPD) (<http://www.agpd.es>).

If the CLIENT should wish to exercise rights of access, rectification, cancellation or opposition granted by the PDPR, the CLIENT may address lopd@hotelbeds.com or send a signed letter to HOTELBEDS indicating the performance requested regarding personal data and a copy of the relevant Identification Card or passport of the CLIENT's user who is requesting this performance.

HOTELBEDS and the CLIENT specifically undertake the following in the event that they have access to any personal data:

- To ensure that the data is stored by means of the legally required technical and organisational security measures that guarantee its security, avoiding its unauthorised alteration, loss, processing or access, pursuant to the state of technology from time to time, the nature of the data and the possible risks that it is exposed to.
- To only use or apply the data to perform the agreed Travel Services and to achieve the agreed purposes.
- Not to pass on such data to other parties except for the provision of the services requested including claim and incidents management, not even for the purpose of safekeeping, nor any similar texts, assessments or processes mentioned above, nor to copy or reproduce part or all of the information, results or lists thereof.
- To ensure that the data is handled only by employees who need it to perform the Travel Services and any third parties that information is revealed to must be bound to abide by the confidentiality obligation.
- Once the Travel Services have been provided, they undertake to destroy such data or return it thereto, along with any supporting documents containing such information and they must not retain any copy whatsoever.

The CLIENT hereby authorizes HOTELBEDS to disclose consumer's information to third parties for purposes of completing the consumer's booking associated administration and claim and incidents management. Any data thus collected on the Website may be transmitted, according to PDPR, to those entities that must be involved in order to contract the requested Travel Services and claim/incidents management.

Where the consumer's stay or Travel Services are provided/rendered outside the European Economic Area (EEA), controls on data protection may not be as strong as the legal requirements in PDPR.

Therefore, the CLIENT also explicitly authorizes HOTELBEDS to pass that information to any service supplier located in countries which do not provide a level of protection comparable to that provided by this PDPR, for the purpose of processing the booking request including claim and incidents management. Nevertheless, HOTELBEDS will not pass any information on to any person not directly responsible for travel arrangements or claim and incidents management linked to the services requested.

In the event of a breach of these commitments or any obligation derived from PDPR by the CLIENT, including by its employees or, as the case may be, by any contracted third parties, the CLIENT shall be considered responsible for the processing thereof and fully accepts all responsibility and liability for any claims against HOTELBEDS due to any kind of administrative sanctions being imposed by the relevant authorities, as well as any damages or losses in judicial or non-judicial proceedings brought against HOTELBEDS including, in any case, the costs of the fees payable to Legal Counsel, Court Liaisons or any other professionals, and such breach of contract by the CLIENT of that stated in this clause shall also be specifically considered reasonable for early termination of the rendered Travel Services

PUBLIC ANNOUNCEMENTS OR EXTERNAL COMMUNICATION

The CLIENT shall consult with HOTELBEDS with respect to the contents of any communication or marketing material it proposes to have with the media or any external party related to HOTELBEDS or its relationship with them, and any announcement or statement it intends to release to the press by providing HOTELBEDS with a draft thereof. The CLIENT shall not release any communication, marketing material or press release unless and until it first obtains HOTELBEDS' consent in writing. The CLIENT shall be directly and personally liable for any damage or loss caused to HOTELBEDS by breach of this clause.

OWNERSHIP AND OTHER RIGHTS

- **OWNERSHIP**

The CLIENT acknowledges and agrees that any element and intellectual property rights pertaining thereto (including without limitation all commercial names, trade names, copyrights, logos, patents, trademarks, service marks and trade secrets) in the Website (including without limitation its Terms and Conditions, rules, policies and operating procedures, and HOTELBEDS' Confidential Information -as defined above-), received or acceded are the exclusive property of HOTELBEDS or its suppliers.

The CLIENT acknowledges and agrees that, except hereby stated, they shall not acquire any right or interest in the information or data acceded and that HOTELBEDS shall remain the sole owner of the information or data including, but not limited to, all patent, copyright, trademark, trade secret, trade name, contract, industrial design, and other property rights pertaining thereto, anywhere in the world. All trademarks, copyright, logos, database rights and other intellectual property rights in the materials on the Website (as well as the organisation and layout of the Website) together with the underlying software code are owned by HOTELBEDS or its suppliers. The CLIENT and any user may not use, copy, modify, alter, publish, broadcast, distribute, sell or transfer any material on the Website or belonging to HOTELBEDS or the underlying software code whether in whole or in part without HOTELBEDS' prior written consent.

In the event that there is any misuse of any Intellectual Property owned by HOTELBEDS (including without limitation all trademarks, service marks, logos, commercial names, etc.) without HOTELBEDS' consent or license; all bookings and sales will be stopped, and HOTELBEDS reserves the right to take any legal action to protect its legitimate interests.

- **CONTENTS**

HOTELBEDS grants the CLIENT, under these Terms and Conditions, a non-exclusive, royalty-free, non-transferable license to see and use all the elements provided and/or included in the accommodation and other services contents (including but not limited to texts, photographs, descriptions, maps...) available in the Website (the "Contents"). The duration of this license shall be

equal to the duration of the commercial agreement between both parties. License may be revoked by HOTELBEDS at any time giving one month's prior notice.

The CLIENT shall be entitled to use the Contents provided under this license only in connection with the web sites run through HOTELBEDS system and only for the purpose of sale of the Travel Services provided by HOTELBEDS or its subsidiaries or affiliates. The Contents cannot be used to promote the same service but from another travel intermediary.

The CLIENT shall not be entitled to grant sublicenses.

Except hereby agreed, the CLIENT shall not copy, reproduce, modify, transmit, sell, lease, market nor disclose to third parties the contents (and/or any of its elements) provided/displayed by HOTELBEDS.

The CLIENT acknowledges and agrees:

- That, except hereby agreed, it shall not acquire any other right or interest in the contents.
- That contents directly or indirectly received or acceded are the exclusive property of HOTELBEDS, its subsidiaries or suppliers, who shall remain the sole owners.

The CLIENT (whether or not this Agreement has been terminated) shall at all times save harmless and keep fully indemnified HOTELBEDS from and against any actions, claims, proceedings, losses, costs, expenses and demands (including costs and expenses in defending such matters and its proper compromise) arising directly or indirectly out of or incidental to or in connection with any breach by or on behalf of the CLIENT or any of its servants, agents or contractors of any of the provisions of this clause.

HOTELBEDS shall not be held liable for inaccuracies or errors in the accommodation contents or any of its elements.

The CLIENT acknowledges and agrees that the sole disclosure of or access to the information or data available in the Website does not constitute an offer by HOTELBEDS for the sale, license or other transfer of such elements.

CHANGES TO THE WEBSITE

HOTELBEDS may make improvements or changes to the information, elements, data, services, and other materials on the Website, or terminate the Website, at any time without notice

HOTELBEDS may also modify these Terms and Conditions at any time, and such modification shall be effective immediately upon posting the modified Terms and Conditions on the Website. Accordingly, the continued access or use of the Website by the CLIENT is deemed to be their acceptance of the modified Terms and Conditions.

HOTELBEDS may suspend access to the program because of maintenance works, net security reasons or force majeure, with no obligation to compensate the CLIENT for the time in which the access has been suspended.

INDEPENDENT CONTRACTOR

HOTELBEDS and the CLIENT are independent contractors. There is no relationship of partnership, joint venture, employment or franchise between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the parties' prior written consent.

NOTICES

All communications and notices made under this Agreement by the Parties must be in writing, at the address established herein, by personal delivery with confirmation of receipt by the other Party, notarial service, burofax, mail or electronic mail, or by any other means, as long as there is at all times evidence of receipt by the addressee.

ASSIGNMENT

HOTELBEDS reserves the right to assign in total or in part the obligations or rights of these Terms and Conditions to any subsidiary, affiliate or holding company or any subsidiary of its holding company.

The CLIENT shall not assign any obligation or right of these Terms and Conditions, or any other agreement which binds them, to any third party, unless prior express consent has been granted by HOTELBEDS.

ANTI-BRIBERY, TRADE RESTRICTIONS AND BUSINESS ETHICS

HOTELBEDS takes a zero tolerance approach to breaches of international norms for trade, including bribery and corruption prevention legislation and applicable restrictions on trade, funds flow and terrorism financing. The CLIENT warrants that they do and shall comply with, and their Associated Parties do and shall comply with all national, supranational and international legislation and related procedures, restrictions and sanctions regarding bribery, corruption, corporate crime, international trade, funds flow and terrorism financing to which the CLIENT and/or HOTELBEDS may be subject from time to time. The CLIENT shall provide supporting evidence of such compliance as HOTELBEDS shall reasonably request. Violation of this paragraph by the CLIENT shall be a Material Breach of this Agreement and may result in the immediate termination of the contract and/or legal action.

The CLIENT warrants that to the best of its knowledge, neither it nor its Associated Parties have been convicted of, or have been or are subject of any investigation by any governmental, administrative or regulatory body regarding offence involving bribery or corruption regarding, fraud or dishonesty.

The CLIENT represents, warrants and undertakes that it does and will comply in all respects with all applicable Sanctions that it or HOTELBEDS are subject to.

For the purposes of this clause:

“Associated Parties” means a person (including an officer, employee, shareholder, representative, agent, contractor, subcontractor or subsidiary) or other third parties connected to a Party by virtue of actions undertaken in fulfilment of obligations in this Agreement.

“Sanctions” means any laws, regulations, orders or licenses relating to economic or financial sanctions or trade embargoes or related restrictive measures imposed, administered or enforced from time to time by any authority.

FORCE MAJEURE

Neither party shall be responsible or liable for or deemed in breach of this Agreement because of any delay or failure in the performance of this Agreement due to any event or circumstance the occurrence and the effect of which the party affected thereby is unable to prevent and avoid, including, without limitation acts of God; government regulation, curtailment of transportation facilities, strikes, lock-outs or other industrial actions or trade disputes of whatever nature (whether involving employees of a party or a third party), terrorist attacks, haze, sabotage, riots, civil disturbances, insurrections, national emergencies (whether in fact or law), blockades, acts of war (declared or not), etc. (a “Force Majeure Event”). The non-performing party shall give the other party written notice describing the particulars of the Force Majeure Event as soon as possible and CLIENT shall inform HOTELBEDS on whether the Event may be postponed to a later date or cancelled or this Agreement terminated.

In case of early termination due to Force Majeure Event, all deposits will be returned, less any expenses and/or fees that have already been incurred in connection with the provision of services pursuant to this Agreement and are not recoverable by HOTELBEDS. In case the original booking cannot be fully utilized due to the Force Majeure Event HOTELBEDS will reimburse the part of the booking that was not used at a later stage after the event. HOTELBEDS will not be responsible for the costs of any new accommodation offered to the final customer should a Force Majeure Event occur at the destination. For this clause, Expenses means any monetary outlay that cannot be recovered by HOTELBEDS including deposits already paid to third party suppliers which may not be refundable under their contractual terms and conditions; and Fees means any payment due to HOTELBEDS for services rendered, including but not limited to HOTELBEDS administrative/management fees, before the early termination due to Force Majeure Event. Such termination due to a Force Majeure Event shall be without prejudice to the rights of the parties in respect of any breach of this agreement occurring prior to such termination.

SUSTAINABLE DEVELOPMENT

In support of Hotelbeds Group commitment to Corporate Sustainability, as evidenced by its Corporate Sustainability Policy, which the CLIENT hereby acknowledges to have read (http://cdn.hotelbeds.com/maxiroom/media/HBG_Corporate_Sustainability_Policy_01.pdf) the CLIENT commits to make a reasonable endeavor to develop its own sustainability strategy and to explore the possibility of signing a sustainability certification such as Travelife or other Global Sustainable Tourism Council recognized certification and/or an international environmental management standard such as ISO14001.

The CLIENT agrees to implement preventative measures and procedures to ensure that children are protected from tourism related sexual exploitation and all potential forms of abuse. In order to strengthen responsible activities and to contribute to the eradication of the problem, Hotelbeds Group has signed up the Code of Conduct for the Protection of Children from Sexual Exploitation in Travel and Tourism (The Code - www.thecode.org) and will implement an Action Plan accordingly to protect children at local levels.

The CLIENT also commits to ensure that Employees under the age of 18 are only employed in accordance with national regulations and the UN convention on the Rights of the Child, ensuring that International Labour Organisation conventions on minimum age and child labour are fulfilled (www.ilo.org/ipecc) and will comply with all applicable international and national legislation in force, regulations and codes of practice, especially in human rights matters.

LAW AND JURISDICTION

These Terms and Conditions and any non-contractual obligations arising out of or in connection with it will be governed by Spanish law.

Each party agrees that the courts of the country of domicile of the defendant of the relevant action have exclusive jurisdiction to determine any dispute arising out of or in connection with these Terms and Conditions (including in relation to any non-contractual obligations), provided that any counterclaims shall be ignored in deciding who is the defendant. Where there are separate but related actions the courts with jurisdiction shall be determined depending on the first of such actions to be issued. Each party irrevocably waives any right that it may have to object to an action being brought in such courts, to claim that the action has been brought in an inconvenient forum, or to claim that such courts do not have jurisdiction.

Privacy Policy:

"HOTELBEDS" (hereinafter "HOTELBEDS") is a registered trademark of Hotelbeds Group, S.L.U., a legally constituted Spanish company which operates as a wholesale-retail travel agency, based in Palma de Mallorca (Spain), Cami de Son Fangos No. 100, Complejo Mirall Balear, Tower A, 5th floor, 6A-7A, 07007, with license number C.I. BAL-429, tax identification code No. B-28916765 and registered in the Mercantile Register of Palma de Mallorca on 28 March 1984, page PM-38224, volume 1825, sheet 217.

HOTELBEDS offers accommodation and destination services all around the world subject to established contract conditions and general conditions according to agreed prices and rates, depending on prevailing conditions, availability and other factors.

The use of our website indicates complete acceptance, without exclusion, of the conditions contained in these legal notes.

Ownership

All materials and content on this site, including, but not limited to, software, logos, trademarks, graphics, text, designs, compilations of data, reports, photographs, images, maps, and other material on this site are the intellectual property of HOTELBEDS or its suppliers and are protected by international copyright law. Web user may not copy, reproduce, store, transmit, distribute, borrow cache, modify, sell, make derivative works, or otherwise use the information without the express written consent of HOTELBEDS.

Products, services, domain and company names mentioned herein may be the trademarks of their respective owners.

No use of any robot, spider, other automatic device, or manual process to monitor materials available through this site is allowed.

Personal data protection

If HOTELBEDS was disclaimed or provided with any personal data, HOTELBEDS shall only access to those personal data when it is strictly necessary to provide the services requested, providing this is legally possible pursuant to the European Directives 95/46, 2002/58, and Spanish General Personal Data Protection Act of Parliament 15/1999, of 13 December in force, or any legislation that develops, adds to and, when appropriate, replaces them (hereinafter referred to by DPR -Data Protection Regulation-).

HOTELBEDS undertakes to observe professional secrecy regarding such data, even when service provision and performance has terminated.

Web user states and guarantees that the personal data that HOTELBEDS may access has been gathered in accordance with that stipulated in the DPR and that it fulfils all the obligations stipulated in such regulation and any other legislation related thereto.

The Person in charge of these files is: HOTELBEDS GROUP, S.L.U. with registered office in Palma de Mallorca (Spain), Cami de Son Fangos No. 100, Complejo Mirall Balear , Tower A, 5th floor, 07007. These files are registered with the Spanish Data Protection Authority (AEPD).

If you should wish to exercise rights of access, rectification, cancellation or opposition granted by the PDPR, you may address lopd@hotelbeds.com or send a signed letter to HOTELBEDS indicating the performance requested regarding personal data and a copy of the relevant Identification Card or passport of the CLIENT

HOTELBEDS specifically undertakes the following in the event it has access to any personal data:

- To ensure that the data is stored by means of the legally required technical and organisational security measures that guarantee the security thereof, avoiding its unauthorised alteration, loss, processing or access, pursuant to the state of technology from time to time, the nature of the data and the possible risks that it is exposed to. For such purpose, HOTELBEDS expressly states that it has implemented all the security measures required by the DPR.
- To only use or apply the data to perform the agreed services.
- Not to notify such data to other parties, except for service provision necessities.

Links

HOTELBEDS web site may contain links to web sites operated by persons or entities other than HOTELBEDS. Such links are provided for user's reference and convenience only. HOTELBEDS does not endorse the contents of these other sites. HOTELBEDS does not control such third party web sites and is not responsible for their content. These links are not an indication of HOTELBEDS association with the owners or operators of any of these other sites.

Cookies

Access to HOTELBEDS site may involve the use of cookies, although the website can run without the use of these. Cookies are small files of information stored on the browser of each user so that the server can recognise certain information that only the server can read. Cookies last for a limited time. No cookies can permit any telephone, email or other identification details to be revealed. Cookies cannot extract any information from the user's hard drive or steal personal information. The only way that a user's private information can form part of a cookie file is if the user personally give this information to the server.

Although cookies help HOTELBEDS to optimise service supply, users who do not wish to receive cookies or wish to be informed of their presence, can configure their browser to that effect.

Our cookies

We use a number of suppliers who may also set cookies on their websites' on its behalf. This site does not control the dissemination of these cookies. You should check the third party websites for more information about these

Category/Type	Third party website	Purpose/additional information
Analysis of website	Google	These cookies are used to collect information about how visitors use our site. We use the information to compile reports and to help us improve the site. The cookies collect information in an anonymous form, including the number of visitors to the site, where visitors have come to the site from and the pages they visited.
Video streaming	Vzaar	These cookies are used to monitor the use of the video (number of plays; unique visitors). It will record preferred volume, whether subtitles are enabled and whether it's the first use of a vzaar player. It may also contain an approximation of the user's available bandwidth. https://vzaar.com/help/kb/video-players/cookies-and-the-vzaar-player

Some of our webpages and emails in HTML format can use web beacons and/or cookies for statistical purposes regarding the use of the site. A web beacon is an image placed in the message to inform HOTELBEDS of the message being displayed, with the sole purpose of calculating statistics of its use.

For more information on how to block the use of cookies in Chrome, click [here](#)
For more information on how to block the use of cookies in Firefox, click [here](#)
For more information on how to block the use of cookies in Explorer, click [here](#)
For more information on how to block the use of cookies in Safari, click [here](#)

Warranty disclaimer and liability limitation

This web site is provided by HOTELBEDS on an "as is" basis. The information on this site is posted in good faith but HOTELBEDS cannot guarantee that it is completely free from inaccuracies and typographical errors and does not accept liability for any error or omission on this site.

HOTELBEDS makes no representations or warranties of any kind, express or implied, as to the operation of the site and/or any content, data, materials, information, products or services provided on this site.

HOTELBEDS expressly disclaims any representation or warranty that this site will be error-free, secure or uninterrupted.

To the full extent permissible by applicable law, HOTELBEDS disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. HOTELBEDS will not be responsible or liable for (a) any damages to or viruses that may infect user's computer equipment or other property as the result of your access to, use of or browsing in this site or downloading of any content, information, materials, data, text, images, video or audio from this site or (b) any injury, loss, claim, damage, or any special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including without limitation lost profits or lost savings) that arises out of or is in any way connected with any use of this site.

Modification

HOTELBEDS may modify these Legal Notes, at any time, by posting conspicuous notice on this site at least thirty (30) days before any modification becomes effective. Continued use of this site, following the posting of conspicuous notice of any modification, will be considered acceptance of the modified Legal Notes.

Aktualna wersja dostępna na stronie: <https://discover.hotelbeds.com/legal-notes#cookies>

SUNHOTELS

Booking Terms

Cancellation Conditions;

Cancellation rules for all bookings will be shown during the booking procedure on the HTML site at www.sunhotels.com or will be transmitted via the XML API.

"Superdeal" is a hotel room or apartment at a very affordable price. It is NOT possible to cancel or make any changes to this kind of booking (including name changes). You will always be asked before you can book a Superdeal-offer.

Reservation is confirmed as booked, any amendment depends on availability upon time of request.

If you do not arrive at the hotel/apartment on the original arrival date, or if you leave the accommodation before time, you will only be entitled to cancel or amend the booking from the moment Sunhotels receives the notification from you.

Minimum booking age

You warrant that the passengers you book on behalf of are of legal age in country of residence and destination or will be accompanied by adult travellers.

Groups

Sunhotels POS only allows individual bookings = FIT.

Should the client submit a booking of more than 4 twin/double rooms or more than 9 single rooms per stay this will be considered a group booking. This will also be the case even if the rooms are booked in several bookings, but are clearly part of the same stay.

Kindly note that some hotels might differ from the above in the exact amount of rooms/guests that they consider a group.

In such cases Sunhotels will contact the client in order to cancel the bookings and a new booking will have to be done through the Sunhotels Groups Department.

The general cancellation conditions for group bookings will be notified for each booking. Please contact groups@sunhotels.com

Nationality issues

Some of our accommodation providers negotiate their low rates on basis that residents and/or citizens of the country where the hotel stay is taking place, are not eligible to stay at that rate. Both the HTML site and the XML API enable the capturing of this data. Nationality must be informed correctly at the time of booking, any extra costs charged by the hotel based on Sunhotels receiving incorrect nationality info will be chargeable to your account.

Hotel star and category ratings

Star ratings for Hotels are used to symbolise the overall quality, level of service, food standard and range of facilities available in any given property. The criteria applied within each country will vary depending on the specific requirements established. Official classification in each country.

Star ratings for Apartments are used to symbolise the overall quality, level of service, food standard and range of facilities available in any given property. The criteria applied within each country will vary

depending on the specific requirements established but the outlines below will give a general understanding of what can typically be expected within each category:

Sunhotels special classification:

2 Star: Varying from small to medium sized complex offering basic service.

3 Star: Medium class.

4 Star: Higher medium class with facilities.

5 Star: Highest Sunhotels standard

Cot for babies under 2 years: The cost of the cot must be paid on spot by customer, please be aware a cot is never guaranteed

Maximum 1 infant under 2 years per room in the booking.

Payment for incidentals

Extras: clients must make payment for extras (such as incidental charges, meals, meal supplements, mini-bar, dry cleaning and laundry) prior to their departure from the hotel.

General terms

Sunhotels does not endorse or recommend any particular hotel. Reasonable care has been taken that the content of this web site is correct but it is subject to amendment at any time without notice. All content on this web site is published in good faith but you acknowledge that Sunhotels as booking agent cannot check the accuracy of all information provided by hotels.

These terms govern all bookings made (whether through Sunhotels web site or otherwise) WebBeds FZ LLC t/a Sunhotels (hereinafter referred to as "Sunhotels").

Registered address: Suite 1714 – 1715 Al Shatha Tower, Dubai, United Arab Emirates; Company number: 91277. You accept these booking terms on behalf of all members of the party travelling.

Liability

Sunhotels is acting as disclosed agent and as such its liability to you is limited to the higher of (a) 1,000€ and (b) three times the value of the booking made with Sunhotels. To the extent permitted in law, all conditions, warranties or obligations whether express or implied by statute, common law or otherwise are excluded and these terms shall apply in their place.

Sunhotels shall not be liable for any failure or delay in performance of its obligations which results directly or indirectly from any cause or circumstance which is beyond its reasonable control. Without limiting the generality of the foregoing, the following shall be regarded as such circumstances: act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, revolution, the act of any government or authority (including but not limited to refusal or revocation of any license or consent), fire, flood, lightning, explosion, fog or bad weather, interruption or failure of a utility service (including but not limited to electricity, gas, water or telecommunications), renovations undertaken by the hotel, strikes, lockouts or boycotts, embargo, blockade.

Although Sunhotels takes reasonable care to ensure that published descriptions are correct, Sunhotels accepts no liability for errors or omissions in the description of hotels on the web site. Sunhotels reserves the right to change hotel booking to one of at least comparable standard and to

notify you of such change as soon as possible after it occurs. No compensation is payable for such changes. In extreme circumstances Sunhotels may be forced to cancel bookings in which case you will be notified of such change as soon as possible and a full and prompt refund will be made. In any event Sunhotels liability will be limited to the higher of (a) 1,000€ or (b) three times the value of the booking made with Sunhotels.

Any complaint about the booking service must be notified to Sunhotels in writing or by email as soon as possible. Any complaint regarding the hotel must be brought to the attention of the hotel management as early as possible during the customers stay and, if not resolved to their satisfaction, should be notified to Sunhotels in writing. Customers must have a written statement from the Hotel that they had a complaint and that could not be solved by the hotel.

Your booking is governed by English law and is subject to the exclusive jurisdiction of the English courts. The booking confirmation and these terms represent the entire agreement between Sunhotels and you. You confirm that you have not entered into the contract with Sunhotels on the basis of any representation not expressly incorporated into these documents.

Except as otherwise provided in these booking terms and conditions, your statutory rights are not affected.

Privacy Policy

This Privacy Policy explains how we use personal information about you and the steps we take to ensure your personal information is kept secure and confidential.

1. Our identity and contact details

1.1 We are WebBeds FZ LLC (referred to as “we”, “us” and “our” in this Privacy Policy), a company registered in Dubai, United Arab Emirates with company number 91277 whose registered office is at Suite 1714-1715 Al Shatha Tower, PO Box 502115, Dubai Media City, Dubai, United Arab Emirates.

1.2 Please note that this Privacy Policy does not apply to any personal data provided within any hotel bookings relating to hotel guests or travellers, as we are not the data controller in respect of any such personal data. The data controllers in these cases will be the relevant hotel and travel agent via which a booking was made. If you are a hotel guest or traveller and have any queries regarding the use of your personal data or wish to access your personal data, you should contact the relevant data controller directly (or contact us, and we will try to assist with directing you to the relevant person).

1.3 This Privacy Policy applies to all clients and/or suppliers of WebBeds FZ LLC (including but not limited to hotel clients, travel agent clients and potential hotel or travel agent clients) or any personal data provided via any websites, web applications, mobile applications or similar devices, channels, platforms, service applications or other applications operated by or on behalf of us or which reference this Privacy Policy.

1.4 In respect of all persons to whom this Privacy Policy applies (see above) (referred to as “you” and “your” in this Privacy Policy), we are the data controller of your personal data, i.e. we are the controller of how all personal information we are holding about you is stored, processed or transferred. We will only deal with your personal data in accordance with the terms of this Privacy Policy. Our contact details are as follows:

1.4.1 Address: 8 Holmes Road, London, NW5 3AB.

1.4.2 Telephone number: +44 (0) 2030965221.

1.4.3 Email address: personaldata@jactravel.com (please include “Personal Data Request” in your subject heading to ensure it receives the correct attention).

1.5 Our Data Protection Officer is Stuart Nassos, whose contact details are as follows:

1.5.1 Telephone number: +44(0)203-096-8509.

1.5.2 Email address: stuart.nassos@jactravel.com

2. Information we collect from you

How you engage with us

2.1 In respect of all persons to whom this Privacy Policy applies (see above), the information we hold about you comes from the way you engage with us, for example by doing any of the following:

2.1.1 Filling in forms or making a general enquiry via our website;

2.1.2 Registering your interest in partnering with us;

2.1.3 Providing information in the course of negotiating and/or entering into contractual agreements with us; and

2.1.4 Corresponding with us by phone, email or otherwise. Information we collect about you

2.2 The information we collect when you engage with us for any of the purposes described above may include, for example:

2.2.1 Your name, email address and phone number;

2.2.2 Your marketing preferences;

2.2.3 The Internet Protocol (IP) address attached to your device;

2.2.4 Your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and certain device information; and

2.2.5 Information about your visit, including the full Uniform Resource Locators (URLs), clickstream to, through and from our website (including date and time), services you viewed or searched for page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs) and methods used to browse away from the page.

3. Uses made of the information

3.1 We use information held about you in the following ways:

3.1.1 For internal record keeping and account creation;

3.1.2 In order to enter into contractual agreements with you in relation to hotel services;

3.1.3 To carry out our obligations arising from any contracts entered into between you and us, including, but not limited to, the processing and administration of bookings;

3.1.4 To provide you with the services that you request from us;

3.1.5 To contact you in the course of providing services to you in your capacity as a travel agent, hotel operator or technology platform provider, as applicable;

3.1.6 For insight purposes (e.g. to analyse market trends and demographics, and develop the service which we offer to you or other individuals in the future); and

3.1.7 To send promotional emails about other services we offer which are similar to those that we already provide to you or that you have enquired about; (with your consent).

3.2 Please note that we are a company incorporated in Dubai, and as such, information we collect about you will be stored and processed (at least partly) in Dubai. Please note that data protection laws in Dubai may not offer equivalent protection as data protection laws offered in the

United Kingdom, however, we take the privacy of personal data very seriously and are taking steps to ensure the security and safeguarding of all personal information collected by us (please see further details at section 8 (security) below).

4. Our legal grounds for processing your information

4.1 We will only process your personal information for the purposes set out in this Privacy Policy and in each case, on the basis that:

4.1.1 It is necessary for us to do so for the performance of a contract or for the purpose of taking steps to enter into a contract with you; or

4.1.2 If it is our legitimate business interests to do so (for example for internal record keeping, insight or marketing purposes, as detailed above); or

4.2 For any other processing of your personal data, we will only do so in accordance with data protection laws.

5. Sharing your information

5.1 We may share information about you with any company within the WebBeds FZ LLC Group (which means our subsidiaries and our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006) for the purposes set out in this Privacy Policy only.

5.2 The personal data you provide to us may be shared with and processed by:

5.2.1 Regulators or other third parties for the purposes of monitoring and/or enforcing any legal and regulatory obligations, including statutory or regulatory reporting or the detection or prevention of unlawful acts;

5.2.2 Any third party in the context of actual or threatened legal proceedings, provided we can do so lawfully (for example in response to a court order);

5.2.3 If we are under a duty to disclose or share your personal data in order to comply with any legal obligation;

5.2.4 External hosting providers in order for the administration of our website (or any other online platform operated by us);

5.2.5 Our own professional advisors and auditors for the purpose of seeking professional advice or to meet our audit responsibilities;

5.2.6 Third parties where you have a relationship with that third party and you have consented to us sending information (for example social media sites or other third party application providers);

5.2.7 Third parties for marketing purposes (with your consent); and

5.2.8 Another organisation to whom we may transfer our agreement with you or if we sell or buy (or negotiate to sell or buy) our business or any of our assets.

6. International transfers

It may be necessary in certain cases for us to transfer your personal information to other locations outside the UK or the European Economic Area (EEA), to locations that may not provide the same level of protection as the UK. However, we will only do so provided that appropriate safeguards and protections are in place (for example using the European Commission's Standard Model Clauses for transfers of personal data outside the EEA), or in accordance with any other requirements under data protection legislation.

7. How long will we keep your information for?

7.1 Unless we are required or permitted by law to hold on to your information for a specific retention period, we may retain your information for the following purposes and periods:

7.1.1 If we are holding data for the performance of a contract with you, we will store information on our systems for a period of seven years following completion of a trip by the hotel guest/traveller (or upon termination of our contract with you, if later); and

7.1.2 If we are holding information for our legitimate business interests (as outlined above), we will delete your information if it is no longer necessary for us to retain it, e.g. if our business focus moves to a different market sector.

7.2 Where we no longer need your personal information, we will dispose of it in a secure manner.

8. Security

8.1 We keep your information protected by taking appropriate technical and organisational measures to guard against unauthorised or unlawful processing, accidental loss, destruction or damage. For example:

8.1.1 we have implemented safeguards in relation to access and confidentiality in order to protect the information held within our systems; and

8.1.2 we frequently carry out risk assessments and audits to monitor and review threats and vulnerabilities to our systems to prevent fraud.

8.2 However, while we will do our best to protect your personal information, we cannot guarantee the security of your information which is transmitted to any website or other online platform operated by us via an internet or similar connection.

8.3 The registration process via any website or other online platform operated by us may include the creation of a username, password and/or other identification information. All such details should be kept confidential by you and should not be disclosed to or shared with anyone. In order to protect your account, please choose a strong password (which should include a mixture of letters and numbers) and ensure that it is kept safe. If you disclose details of your username or password information, you will be responsible for all activities undertaken on the platform where they are used.

8.4 All information you provide to us is stored on our secure servers. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our website, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

9. Your rights to your personal data

9.1 You have certain rights under existing data protection laws, including the right to (upon written request) access a copy of your personal data that we are processing. From 25 May 2018, if you are based within the UK or the EEA or within another jurisdiction having similar data protection laws:

9.1.1 you will have the following rights:

9.1.1.1 right to access: the right to request certain information about, access to and copies of the personal information about you that we are holding (please note that you are entitled to request one copy of the personal information that we hold about you at no cost, but for any further copies, we reserve the right to charge a reasonable fee based on administration costs);

9.1.1.2 right to rectification: the right to have your personal information rectified if it is inaccurate or incomplete; and

9.1.2 in certain circumstances, you will also have the following rights:

9.1.2.1 right to erasure/"right to be forgotten": the right to withdraw your consent to our processing of the data (if the processing is based on your consent) and the right to request that we delete or erase your personal information from our systems (however, this will not apply if we are required to hold on to the information for compliance with any legal obligation or if we require the information to establish or defend any legal claim);

9.1.2.2 right to restriction of use of your information: the right to stop us from using your personal information or limit the way in which we can use it;

9.1.2.3 right to data portability: the right to request that we return any information you have provided in a structured, commonly used and machine-readable format, or that we send it directly to another company, where technically feasible; and

9.1.2.4 right to object: the right to object to our use of your personal information including where we use it for our legitimate interests or for marketing purposes.

9.2 Please note that if you withdraw your consent to the use of your personal information for purposes set out in our Privacy Policy, we may not be able to provide you with access to all or parts of our website or other platforms operated by us or carry out our contractual obligations to you.

9.3 If you consider our use of your personal information to be unlawful, you have the right to lodge a complaint with the UK's supervisory authority, the Information Commissioner's Office. Please see further information on their website: www.ico.org.uk

10. Changes to our privacy policy

We may amend this Privacy Policy from time to time, for example to keep it up to date, to implement minor technical adjustments and improvements or to comply with legal requirements. We will always update this Privacy Policy on our website, so please try to read it when you visit the website (the "last updated" reference tells you when we last updated our Privacy Policy).

Aktualna wersja dostępna na stronie: <https://sunhotels.com/en/contact/privacy-policy/>

MIKI TRAVEL

BOOKING TERMS AND CONDITIONS

1 Terms and conditions

1.1 These are the terms and conditions on which on which the travel services listed by MTL ('Products') are available for booking by you. Please read these terms and conditions, which includes any hyperlinked sections, carefully before you book any Products . By booking any Products, you agree to be bound by these terms and conditions. If you do not accept these terms and conditions you should refrain from making any bookings.

1.2 These terms and conditions shall be effective from the date set out above. All bookings and Contracts (as defined in clause 5 below) shall be subject to these terms and conditions. We have the right to revise and amend these terms and conditions from time to time by posting a notice of change on this website. Any such variation shall take effect from the date specified. You will be subject to the terms and conditions in force at the time that you make a booking. You should print a copy of these terms and conditions for future reference.

2 Information about us

We are Miki Travel Limited ('MTL', "We", "Us", "Our"). We are registered in England and Wales under company number 1509274 and have our registered office at Vintners' Place, 68 Upper Thames Street, London EC4V 3BJ.

3 Your Status

3.1 You agree to book Products on your own behalf for resale to your customers; you agree that you are not acting and that you will not hold yourself out as acting as an agent for MTL; and you agree that you are acting as principal in purchasing Products through MTL.

3.2 You will not misrepresent the relationship between you and us, nor create the impression that your customers are our customers. MTL will not accept any direct communication with your agents / customers and we will refer them back to you in all cases. Customers who purchase Products through a booking made by you on our site will be your customers.

4 Our Status

4.1 MTL shall, in some cases, act as agents of a third party supplier, such as an airline or other transport carrier, tour operator, hotel, car hire company or a restaurant. We will advise you where this is the case. What this means is that by making a booking for the Products you are entering into a Contract with the third party supplier. If MTL book Products with different third party suppliers, you will have separate Contracts with each of them.

4.2 For all other Products, MTL act as principal. This means that the Contract is between MTL and you.

4.3 All Contracts are subject to these terms and conditions which must be communicated to your customers at the time of booking without reference to MTL.

4.4 In all cases, any relevant third party suppliers' conditions will also apply to the Contract in relation to the Products to be provided. In the event of any conflict between the third party suppliers' conditions and these terms and conditions, the third party suppliers' conditions will prevail, save to the extent that any term in the third party suppliers' conditions is deemed to be invalid or unenforceable, in which event these terms and conditions will prevail.

5 Bookings

5.1 Reservation requests are treated as offers to enter into legally binding contracts. A contract will only be formed if we accept your reservation ('Contract'). We will usually send you a booking confirmation, but, if you do not receive this, it is your responsibility to check the status of your booking with MTL. The Contract will relate only to those Products specified in the booking confirmation. We will not be obliged to supply any other Products which may have been party of your reservation request unless they have been specified in a separate booking confirmation.

5.2 Only Products for which we show prices on this website can be selected and booked through this website. Manual requests made by phone, fax or email will not be accepted. We will not honour any rate you claim to have obtained in any way other than through this website.

6 Rates, Payments and Refunds

6.1 Rates are confidential and must never be disclosed to any third party. Any instance of rate disclosure may result in access to our site being denied, and the cancellation of any or all bookings made by you.

6.2 All rates are valid for the leisure market only. We will not be obliged to honour any booking if it transpires that your customer is not travelling for leisure purposes. Service providers may refuse to honour our contract rate and charge a higher rate to the customer directly. We shall not be liable to you or to your customer if services are not provided or for any such rate increases.

6.3 In all circumstances, subject to clause 6.4, you will be invoiced at the rates valid at the time of booking confirmation. Please note that name changes and amendments may result in the price being recalculated.

6.4 Rates quoted on this website are liable to change at any time, but changes will not affect Products in respect of which we have already sent you a booking confirmation, except that we reserve the right to amend all prices, even after confirmation, in the event of changes in government taxes or currency fluctuation of 3 % or more.

6.5 While we try and ensure that all rates on the website are accurate, errors may occur. We are under no obligation to provide Products to you if an incorrect rate has been stated.

6.6 Bookings made for special event periods may incur special booking conditions and rates. You will be notified if these conditions and rates apply at the time of booking.

6.7 Payment in full for all Products must be made in Euros (or any other agreed currency) and may be made on-line by credit or debit card at the time of booking or at any time by the payment deadline specified on the system. Credit cards registered in certain jurisdictions may not be accepted. If payment is not made by the payment deadline, your booking will be cancelled.

6.8 All invoices must be paid in full. Deductions are not permitted and any rights of set off are specifically excluded. If there is a bona fide claim against any invoice for whatever reason, you must inform us of the full details in writing within 28 days of the date of invoice. Claims made after this period will not be considered by us.

6.9 If payment is not received upon the due date in accordance with these conditions, we reserve the right to:

(a) suspend your access to our systems; and/or

(b) terminate with immediate effect any or all Contracts with you at our discretion and without any liability to us; and/or

(c) demand prepayment for existing bookings as a condition of their not being cancelled; and/or

(d) charge interest on a daily basis at a rate of ten percent per annum calculated on the total amount of each outstanding invoice from the date of issue, until the date of payment together with all costs (legal or otherwise) and expenses incurred by us or on our behalf in the collection of any overdue amount.

6.10 We will make a refund for those bookings which have been paid for in full and subsequently cancelled or amended provided that those bookings are eligible for refund in accordance with the relevant Cancellation and Amendment policies referred to in these terms and conditions. Any refund will automatically process to the original credit/debit card account that was used to pay for the booking and no other methods of refund will be possible. Refunds may take several working days to process. In the event of any chargebacks, unless we have otherwise agreed with you in writing, you will indemnify MTL in full for the amount of any chargeback.

6.11 In the event that a customer checks out of a hotel before the scheduled departure date, the customer must obtain written confirmation of the departure date and time from the hotel. This document is only proof of early departure and does not guarantee that there will be no charges. Most hotels will charge for all the nights originally booked during busy periods. In order to claim a refund (if one is available), this signed document must be sent to MTL within 28 days of departure. No refund requests will be considered without the signed document from the hotel or following the expiry of the 28 days since departure period.

7 Cancellations and Amendments

7.1 Any cancellations and amendments must be made through this website.

7.2 Office hours are daily except UK public holidays, from 09:00 hours until 17:30 hours UK time (Sunday 09.00 to 15.00). Communications received outside office hours will be deemed to have been received at 09:00 hours the next working day.

7.3 We will usually send you confirmation of your cancellation or amendment. Without the confirmation, you should not assume that the booking has been cancelled or amended. It is your responsibility to obtain cancellation confirmation from us. Failure to do so will result in 'no show' charges being raised and may invalidate any refund claim you may have.

7.4 Cancellations or amendments may not be made directly with Hotels or other third party suppliers and no liability for the same will be accepted by MTL.

7.5 We reserve at our absolute discretion the right to cancel bookings if they appear to have been made for the purpose of "holding space" for future sale or otherwise made in bad faith or contrary to these terms and conditions.

7.6 We have the right to cancel any booking, in case of an error or a mistake made by us or the hotel regarding a rate, an allocation or a booking in which case we will not be obliged to pay you any compensation other than to refund any sums paid by you to us for such booking.

Please refer to further information on Cancellation Policies for specific Products

8 Complaints

8.1 Any complaint about the accommodation or other service should be directed to the hotel or other service provider immediately, with a copy to MTL. The only complaints that may be sent to us should be those connected with our service. We will not, in any event, handle any complaint that was not brought to the attention of the hotel or other service provider at the time of the service and we will not deal with any complaints received more than 28 days after the event.

8.2 Occasionally hotels schedule closures after bookings have been taken. We will advise you of any such closures as soon as we become aware of them, and whilst we may assist you in finding alternative accommodation, we will not be responsible for finding alternative accommodation, nor will we be responsible for any differences in price between the original hotel and the new hotel.

8.3 Hotels undertake renovations. We advise you of those that we are made aware of. We will not accept requests for refunds or complaints if a hotel is carrying out renovations that we were not aware of, nor if the work is not finished by the date informed to you in the newsletter/and or which are not of a material nature.

9 Termination of the agreement

Without affecting our other rights under any Contract, we may terminate this agreement and or any Contract on immediate written notice if you:

9.1 fail to pay any sum due under a Contract; and/or

9.2 breach any of your obligations and fail to cure such breach within 7 days of receiving notice from us specifying the breach; and/or

9.3 go into compulsory or voluntary liquidation; and/or

9.4 have an administrator appointed or if a receiver, administrative receiver or manager is appointed over any part of your assets or business; and/or

9.5 cease or threaten to cease your business; and/or

9.6 cease to have any trade membership or licence which you require to operate your business.

10 Disclaimer, Use of Material and Indemnity

10.1 For the purposes of this clause any reference to "Material" shall mean any materials and/or information including, but not limited to, any pictures, images, trademarks, brand names, logos, signs, data, databases, software, designs, names or any other material relating to a Product that MTL may provide to you from time to time.

10.2 MTL is the owner or the licensee of all intellectual property rights in the Material. Copying and use of the Material without our written consent is forbidden.

10.3 The Product information is provided by the relevant supplier. MTL takes all reasonable measures to ensure that the information provided is accurate. However MTL does not warrant or represent its accuracy and we shall not be held liable for any direct or indirect loss or damages to you or any third party arising out of or in connection with your use of this site or if the information proves to be inaccurate in any way.

10.4 In order to protect the reputation of the third party supplier you will ensure that you use the Material as provided by us or as approved by us in writing and through such mediums and systems as are approved by us in writing. By giving our approval to any use of the Material we do not give any warranty, representation or guarantee, express or implied, of any kind as to the suitability or validity of the Material.

10.5 You will only use the Material for the purposes of promoting the relevant Product during the term of this agreement. Upon termination of this agreement for any reason you will immediately return the Material (together with any copies thereof) to us and cease to use the Material.

10.6 You will indemnify and keep us, our parent company, directors, officers, employees and representatives indemnified against all loss, damage or liability incurred by us including all costs, claims, suits, actions, proceedings, damages, losses, penalties, fines, liabilities and expenses of investigation and defence of any claim (including legal fees and disbursements, consultants fees and disbursements) (consequential or otherwise) arising directly or indirectly out of:

(a) a failure by you, your employees or agents to comply with or in contravention of any applicable present and future authorisations, registrations, duties of care, codes of conduct, regulations, notices, permits, consents, approvals and licences issued, imposed or directed by any relevant body relating to the protection of the environment, use of property, harm to human health, injury, damage or loss whatsoever to any person or property owned or occupied by you, brought against us; and/or

(b) use of the Material by you other than in accordance with this clause; and/or

(c) the deliberate act, error or omission of yours or of your employees or agents; and/or

(d) any failure by you, your employees or agents to comply with any provision of these terms and conditions.

11 Limitation of Liability

11.1 Nothing in this Agreement limits or excludes the liability of either party for death or personal injury resulting from that party's negligence, fraud by it or its employees, or any other act or omission, liability for which may not be excluded or limited under applicable law.

11.2 We are responsible only for making arrangements for hotels and other services for you and your customers, and do not provide, or in any way control, or make checks on, any of the hotels or other services you book. Our responsibilities are limited to making the booking in accordance with your instructions. Accordingly we shall not be liable to you or your customer for any injury, illness, loss, damage, accident, theft, delay or any other irregularity that may arise directly or indirectly out of any actions of hotels, other service providers, company or person rendering or providing services reserved through MTL or in connection with the customer's stay at the hotel unless these are solely due, or to the extent that they are due, to our negligence or default.

11.3 We shall not be liable to you or your customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the terms of this agreement, for loss of profits or business (whether direct or indirect), anticipated savings or any incidental or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence or breach of statutory duty of MTL or its employees) which arise out of or in connection with services provided by MTL including, but not limited, to a booking or the resale of a booking by you.

11.4 Our aggregate liability to you or your customer in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement will in no circumstances exceed the cost of the booking to which any such loss relates.

11.5 MTL accepts no liability for losses caused as a result of credit card fraud. Any charges which are due and payable whether or not as a consequence of fraud will remain payable by you.

11.6 We will not be liable for any loss or damage caused by a denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of mikiNet or to you downloading of any material posted on it, or on any website linked to it.

11.7 You warrant that you have obtained the necessary licences to operate your business as a travel services reseller in the relevant countries in which you operate and that you shall comply with all applicable laws and regulations in those countries and the countries for which the Products are destined. We will not be liable for any breach by you of any such laws or regulations.

11.8 We make no express or implied warranties or representations with respect to any Products.

11.9 We shall not be liable to you or your customer in respect of anything which, apart from this provision, may constitute breach of this agreement arising by reason of force majeure, namely circumstances beyond the reasonable control of either party (including, but not be limited to, acts of God, or third parties not under our control, perils of the sea or air, fire, flood, drought, explosion, embargo, riots, labour strikes, civil commotion or civil authority including acts of local government and parliamentary authority).

12 Data Protection

12.1 We take the issue of data protection very seriously. We process information about you and your customers in accordance with our privacy policy. So that we may We require you to read and agree to our Privacy Policy before providing us with any information about you or your customers. You consent to such processing and you warrant that all data provided by you is accurate.

13 General

13.1 Nothing in these conditions and no action taken by the parties under this agreement shall constitute, or be deemed to constitute between the parties, an agency, a partnership, association, joint venture or other co-operative entity.

13.2 No extension of time or other indulgence which may be granted by us shall constitute a waiver of our rights under this agreement.

13.3 Nothing in these conditions is intended to nor shall it confer a benefit on any third party under the Contracts (Rights of Third Parties) Act 1999.

13.4 If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

13.5 This agreement is in English. If this agreement is translated into any language other than English, the English language text shall prevail in the event of a conflict between the English version and the translated version.

13.6 All notices given by you to us must be in English and sent to Miki Travel Limited at the postal address we provide to you. We may give notice to you at either the email or postal address you provide to us or otherwise by posting notices on our site. Notice will be deemed received and properly served immediately when posted on our site, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

13.7 You may not transfer, assign, charge or otherwise dispose of this agreement, or any of your rights or obligations under it, without our prior written consent.

13.8 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of this agreement and any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

13.9 Any variation by you of these terms and conditions must be in writing, signed by authorised representatives of both parties.

13.10 We each acknowledge that, in entering into this agreement or any Contract, neither of us has relief on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations prior to this agreement or any Contract except as expressly stated in these terms and conditions.

14 Governing Law and Jurisdiction

14.1 These terms and conditions and any Contract (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to these terms and conditions or any Contract or their subject matter or formation including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

14.2 Each of the parties to this agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with access to our site, these terms and conditions or any Contract, although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

Privacy Policy

We take your privacy very seriously. Please read this privacy policy carefully as it contains important information on who we are and how and why we collect, store, use and share your personal information. It also explains your rights in relation to your personal information and how to contact us or supervisory authorities in the event you have a complaint.

1. OUR IDENTITY AND CONTACT DETAILS

1.1 We collect, use and are responsible for certain personal information about you. When we do so we are subject to the General Data Protection Regulation, which applies across the European Union (including in the United Kingdom) and we are responsible as 'controller' of that personal information for the purposes of those laws.

1.2 Please note that we are not the controller of any personal information provided directly by individuals to hotels or relating to hotel guests or travellers where a booking is made through another travel company. The data controllers in these cases will be the relevant hotel or travel company via which a booking was made. In these circumstances, it is the responsibility of the hotel or travel company to ensure they have authorisation for Miki Travel to use your personal data to fulfil our obligations in respect of providing the service requested. In such cases, if you are a hotel guest or traveller and have any queries regarding the use of your personal data or wish to access your personal data, you should contact the relevant data controller directly (or contact us, and we will try to assist with directing you to the relevant person).

1.3 This Privacy Policy applies to all clients and/or suppliers of Miki Travel Ltd (including but not limited to direct bookings, corporate travel business clients and their staff, hotel suppliers, B2B clients and potential hotel or B2B suppliers or clients) or any personal data provided via any websites, web applications, mobile applications or similar devices, channels, platforms, service applications or other applications operated by or on behalf of us or which reference this Privacy Policy.

1.4 In respect of all persons to whom this Privacy Policy applies (see 1.3 above) (referred to as "you" and "your" in this Privacy Policy), we are the data controller of your personal data, i.e. we are the controller of how all personal information we are holding about you is stored, processed or transferred. We will only deal with your personal data in accordance with the terms of this Privacy Policy.

1.5 It would be helpful to explain some key terms used in this policy and providing our contact details:

We, us, our - Miki Travel Limited, a company registered in England and Wales number 01509274 with registered office at Vintners' Place, 68 Upper Thames Street, London EC4V 3BJ, United Kingdom.

Contact Details - dpcm.mtl@group-miki.com

Personal information - Any information relating to an identified or identifiable individual

Special category personal information - Personal information revealing racial or ethnic origin, political opinions, religious beliefs, philosophical beliefs or trade union membership; Genetic and biometric data; Data concerning health, sex life or sexual orientation

2. PERSONAL INFORMATION WE COLLECT ABOUT YOU

How your personal information is collected

2.1 In respect of all persons to whom this Privacy Policy applies (see 1.3 above), most of the information we hold about you comes from the way you engage with us, for example by doing any of the following:

filling in forms or making a general enquiry via our website;

registering your interest in partnering with us;

providing information in the course of negotiating and/or entering into contractual agreements with us; and corresponding with us by phone, email or otherwise.

However, we may also collect information:

from publicly accessible sources, e.g. Companies House;

directly from a third party, e.g.:

– sanctions screening providers;

– credit reference agencies;

from a third party with your consent, e.g. your bank;

from cookies on our website;

via our IT systems, e.g.: automated monitoring of our websites and other technical systems, such as our computer networks and connections, communications systems, email and instant messaging systems;

Information we collect about you

2.2 The information we collect when you engage with us for any of the purposes described above may include, for example:

your name and contact information, including email address and phone number and company details;

the Internet Protocol (IP) address attached to your device;

your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and certain device information;

information about your visit, including the full Uniform Resource Locators (URLs), clickstream to, through and from our website (including date and time), services you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs) and methods used to browse away from the page;

your billing information, transaction and payment card information; and

your professional online presence, e.g. LinkedIn profile.

3. USES MADE OF THE INFORMATION

3.1 We use information held about you in the following ways:

for internal record keeping and account creation;

in order to enter into contractual agreements with you in relation to travel services;

to carry out our obligations arising from any contracts entered into between you and us, including, but not limited to, the processing and administration of bookings;

to provide you with the products and or services that you request from us;

to contact you in the course of providing services to you in your capacity as a B to B travel provider, hotel operator or technology platform provider, as applicable;

statutory returns;

operational reasons, such as improving efficiency, training and quality control;

statistical analysis to help us manage our business; and

to send promotional emails about other services we offer which are similar to those that we already provide to you or that you have enquired about.

4. OUR LEGAL GROUNDS FOR PROCESSING YOUR INFORMATION

4.1 We will only process your personal information for the purposes set out in this Privacy Policy and in each case, in accordance with data protection law e.g.:

for the performance of our contract with you or to take steps at your request before entering into a contract; or

for our legitimate interests or those of a third party. A legitimate interest is when we have a business or commercial reason to use your information (for example for internal record keeping, analysis to help us manage our business or marketing purposes), so long as this is not overridden by your own rights and interests; or

to comply with our legal and regulatory obligations; or

where you have given consent.

We will only process special category information with your explicit consent.

5. PROMOTIONAL COMMUNICATIONS

5.1 We may use your personal information to send you updates (by email, text message, telephone or post) about our products and services.

5.2 We have a legitimate interest in processing your personal information for promotional purposes (see 3 above). This means we do not usually need your consent to send you promotional communications. However, where consent is needed, we will ask for this consent separately and clearly.

5.3 We will always treat your personal information with the utmost respect and never sell or share it with other organisations outside the Miki group for marketing purposes.

5.4 You have the right to opt out of receiving promotional communications at any time by:

contacting us at marketing-optout@group-miki.com

using the 'unsubscribe' link in emails

We may ask you to confirm or update your marketing preferences if you instruct us to provide further products or services in the future, or if there are changes in the law, regulation, or the structure of our business.

6. WHO WE SHARE YOUR PERSONAL INFORMATION WITH

6.1 We may share information about you with any company within the Miki group (which means our subsidiaries and our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006) for the purposes set out in this Privacy Policy only.

6.2 The personal information you provide to us may also be routinely shared with and processed by:

- third parties we use to help deliver our products and services to you, e.g. payment service providers, travel service providers;
- other third parties we use to help us run our business, e.g. marketing agencies or website hosts;
- third parties approved by you, e.g. social media sites you choose to link your account to or third party payment providers;
- credit reference agencies;
- our insurers and brokers;
- our banks;

6.3 We may also share personal information with our own professional advisors and auditors for the purpose of seeking professional advice or to meet our audit responsibilities.

6.4 We may disclose and exchange information with law enforcement agencies and regulatory bodies to comply with our legal and regulatory obligations.

6.4 We may also need to share some personal information with other parties, such as another organisation to whom we transfer our agreement with you or potential buyers of some or all of our business or during a re-structuring.

7. WHERE YOUR PERSONAL INFORMATION IS HELD

7.1 Information may be held at our offices and those of our group companies, third party agencies, service providers, representatives and agents as described above (see section 6 above). Some of these third parties may be based outside the European Economic Area. For more information, including on how we safeguard your personal information when this occurs, see section 9 below.

8. HOW LONG YOUR PERSONAL INFORMATION WILL BE KEPT

8.1 We will keep your personal information while you have an account with us or we are providing products and services to you. Thereafter, we will keep your personal information for as long as we consider necessary:

- to respond to any questions, complaints or claims made by you or on your behalf;
- to show that we treated you fairly;
- to keep records required by law.

8.2 We will not retain your personal information for longer than necessary for the purposes set out in this policy. When it is no longer necessary to retain your personal information, we will delete or anonymise it

9. TRANSFERRING YOUR PERSONAL INFORMATION OUT OF THE EEA

9.1 To deliver services to you, it is sometimes necessary for us to share your personal information outside the European Economic Area (EEA), e.g.:

- with our offices outside the EEA;
- with your and our service providers located outside the EEA;
- if you are based outside the EEA;

where there is an international dimension to the services we are providing to you.

These transfers are subject to special rules under European and UK data protection law.

Some of these non-EEA countries do not have the same data protection laws as the United Kingdom and EEA. We will, however, only do so where the transfer complies with data protection law (for example, using standard data protection contract clauses that have been approved by the European Commission).

10. YOUR RIGHTS

10.1 You have the following rights, which you can exercise free of charge:

Access

The right to be provided with a copy of your personal information (the right of access). Please note that you are entitled to request one copy of the personal information that we hold about you at no cost, but for any further copies, we reserve the right to charge a reasonable fee based on administration costs).

Rectification

The right to require us to correct any mistakes in your personal information

To be forgotten

The right to require us to delete your personal information or withdraw your consent to our processing of your personal information - in certain situations

Restriction of processing

The right to require us to restrict processing of your personal information - in certain circumstances, e.g. if you contest the accuracy of the data

Data portability

The right to receive the personal information you provided to us, in a structured, commonly used and machine-readable format and/or transmit that data to a third party—in certain situations

To object

The right to object:

- at any time to your personal information being processed for direct marketing (including profiling);
- in certain other situations to our continued processing of your personal information, e.g. processing carried out for the purpose of our legitimate interests.

For further information on each of those rights, including the circumstances in which they apply, please contact us or see the Guidance from the UK Information Commissioner's Office (ICO) on individuals' rights under the General Data Protection Regulation.

10.2 If you would like to exercise any of those rights, please:

email or write to us - see section 14 below; and

let us have enough information to identify you (e.g. your full name and address);

let us have proof of your identity and address (a copy of your driving licence or passport and a recent utility or credit card bill); and

let us know what right you want to exercise and the information to which your request relates.

10.3 Please note that if you withdraw your consent to the use of your personal information for purposes set out in this Privacy Policy, we may not be able to provide you with access to all or parts of our website or other platforms operated by us or carry out our contractual obligations to you.

11. KEEPING YOUR PERSONAL INFORMATION SECURE

11.1 We keep your information secure by taking appropriate technical and organisational measures to guard against unauthorised or unlawful processing, accidental loss, destruction or damage. For example

We limit access to your personal information to those who have a genuine business need to access it.

Those processing your information will do so only in an authorised manner and are subject to a duty of confidentiality.

We carry out risk assessments and audits to monitor and review threats and vulnerabilities to our systems.

11.2 However, while we will take reasonable care to protect your personal information, we cannot guarantee the security of your information which is transmitted to any website or any other online platform operated by us via an internet or similar connection. Where you have a password or username which enables you to access certain parts of our website, you are responsible for keeping these confidential.

11.3 We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so.

If you want detailed information from Get Safe Online on how to protect your information and your computers and devices against fraud, identity theft, viruses and many other online problems, please visit www.getsafeonline.org. Get Safe Online is supported by HM Government and leading businesses.

12. HOW TO COMPLAIN

12.1 We hope that we can resolve any query or concern you may raise about our use of your information. The General Data Protection Regulation also gives you right to lodge a complaint with a supervisory authority, in particular in the European Union (or European Economic Area) state where you work, normally live or where any alleged infringement of data protection laws occurred. The supervisory authority in the UK is the Information Commissioner who may be contacted at <https://ico.org.uk/concerns> or telephone: 0303 123 1113.

13. CHANGES TO THIS PRIVACY POLICY

13.1 This Privacy Policy was published on 25 May 2018 and last updated on 25 May 2018.13.2 We may change this Privacy Policy from time to time, for example to keep it up to date or to comply with legal requirements - when we do we will always update this Privacy Policy on our website, so please try to read it when you visit the website. The 'last updated' reference tells you when we last updated our Privacy Policy.

14. HOW TO CONTACT US

Please contact us by post, or email if you have any questions about this privacy policy or the information we hold about you.

By post:

Data Protection Compliance Manager,
Vintners' Place, 68 Upper Thames Street, London EC4V 3BJ

By email:

dpcm.mtl@group-miki.com

Aktualna wersja dostępna na stronie: https://www.mikinet.co.uk/staticPage.do?id=miki_privacy

TOTALSTAY

Terms and Conditions

These terms and conditions set out the terms under which JacTravel (or one of its Associated Companies) sells to the Client, and the Client resells Reservations.

The terms and conditions consist of all terms and conditions below including schedule 1 Booking Terms, Schedule 2 Cancellation Terms, Schedule 3 Operational and Complaints Procedures and Schedule 4 Online Groups.

JacTravel reserves the right to change or update these terms without prior notice. The latest version will always be available on the Booking System and by using the Booking System to make Reservations the Client is accepting the latest version available applies to all Reservations.

1. Interpretation and definitions

1.1 In this agreement (including the schedules), the following words and expressions have the following meanings

Associated Company a company under the Control (direct or indirect) of JacTravel or under common Control with JacTravel.

Business Day a day between Monday and Friday, inclusive, on which clearing banks in the City of London are open for business to the public.

Booking System the booking system operated by JacTravel (branded as "totalstay", "JacTravel" or otherwise), enabling Clients to make Reservations (whether accessed via the web or an API/XML connection).

Booking Terms the terms set out in Schedule 1.

Cancellation Terms the policy for the cancellation of Reservations as specified in Schedule 2 (and as amended from time to time).

Client as defined in the Summary.

Confidential Information as defined in clause 15.

Control the power of a person, either acting alone or in concert with others, to secure either by means of the holding of shares or the possession of voting power in or in relation to the company concerned or by virtue of any powers conferred by the articles of association or other document regulating that company, that its affairs are conducted in accordance with the wishes of that person.

Consumers the customers to whom the Client resells (directly or indirectly) Reservations.

Hotel(s) any hotel(s) or other lodging or accommodation for which the Client can make Reservations in accordance with the terms of this agreement.

Insolvency Event in relation to a relevant party, where:

1. a receiver, administrator, administrative receiver, or official receiver is appointed over its affairs or a mortgagee, chargee or other encumbrancer takes possession of the whole or any material part of its assets;

2. a petition is presented (which is not discharged within 14 days) or a resolution passed for its winding-up or dissolution;

3. any distress, execution or other process is levied or issued against any of its assets which is not paid within seven days;

4. it ceases or threatens to cease to carry on its business or is deemed unable to pay its debts as they fall due within the meaning of section 123 Insolvency Act 1986;

5. it convenes or holds a meeting of its creditors or commences negotiations with one or more of its creditors with a view to the general readjustment or rescheduling of all or any class of its indebtedness or gives notice to any of its creditors that it has suspended or intends to suspend payment of any of its debts;

6. it has any of its possessions seized by or on behalf of creditors unless they are released from seizure within seven days;

7. it proposes, or its directors make a proposal for, an arrangement or composition with or for the benefit of its creditors, including a voluntary arrangement under part I Insolvency Act 1986;

8. it obtains a moratorium under part II of schedule A1 to the Insolvency Act 1986 in respect of its indebtedness or anything is done by it or on its behalf for the purposes of obtaining a moratorium;

9. it is struck off the register of companies;

10. it has a statutory demand or petition for bankruptcy presented against it or the appointment of a trustee in bankruptcy over its affairs;

11. it has any of its possessions seized by or on behalf of creditors unless they are released from seizure within seven days; or

12. it is subject to any analogous event to those described above under the law of any jurisdiction.

Operational and Complaints Procedures the policies and procedures for operational matters and the handling of Consumer complaints as set out in Schedule 3.

Permits all permits, consents, licences, and permissions that are required by local, national and any other law for the proper operation of the Hotel.

Rate the applicable rate for each Reservation payable to JacTravel specified in the Booking System.

Recommended Selling Price the price shown in the Booking System at which JacTravel recommends a Reservation is resold by the Client.

Reservations reservations of room accommodation (including associated facilities, guest amenities) in the Hotels and any other services which are allocated for sale by JacTravel in accordance with this agreement.

1.2 All references to a statutory provision include references to:

1.2.1 any statutory modification, consolidation or re-enactment of it, whether before or after the date of this agreement, for the time being in force;

1.2.2 all statutory instruments or orders made pursuant to it; and

1.2.3 any statutory provision of which that statutory provision is a re-enactment or modification.

1.3 Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

1.4 Any phrase introduced by the terms include, including, in particular, or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms.

1.5 Unless otherwise stated, a reference to a clause, party or schedule is a reference to respectively a clause in or a party or schedule to this agreement.

1.6 The clause headings are inserted for ease of reference only and do not affect the construction of this agreement.

2. Term

This agreement will come into force on the date of this agreement and will continue on a rolling basis unless and until this agreement is terminated by either party in accordance with clause 19.

3. Scope of this agreement

This agreement sets out how JacTravel (or an Associated Company) and the Client will work together to maximise business for those parties and defines their commercial expectations and obligations.

4. Services

4.1 JacTravel or Associated Companies will, with reasonable care and skill and to the standard reasonably expected of a quality wholesale travel service provider:

4.1.1 supply the Reservations purchased by the Client in accordance with this agreement;

4.1.2 permit the Client access to the Booking System and its inventory of available rooms;

4.1.3 provide facilities for the Client to purchase Reservations;

4.1.4 ensure that the Reservations purchased through the Booking System conform to the description as provided by JacTravel; and

4.1.5 provide travel-related additional services (including, without limitation, transfers).

4.2 The Client will be obliged to pay the Rate (inclusive of any agreed taxes) for such Reservations in accordance with clause 5.

4.3 The Client will be entitled to determine the price for resale of the Reservations to the Consumers. The Client will, when selling to Consumers, note the Recommended Selling Price where supplied by JacTravel.

5. Payment, cancellation and amendment

5.1 All payments will be made in accordance with the Summary. JacTravel reserves the right to withdraw existing or future credit facilities if the Client fails to comply with the terms of this agreement (including, without limitation, any failure by the Client to make payments in accordance with this clause 5.1).

5.2 Subject to clause 5.3, the Client will pay to JacTravel the Rate on Reservations made in accordance with the Booking Terms.

5.3 All cancellations, amendments and no-shows, and the Client's liability in the case of cancellation, amendment or no-show, are governed by the Cancellation Terms or any specific cancellation terms advised in respect of a reservation.

5.4 JacTravel reserves the right to cancel a Reservation if it considers that such Reservation has been made fraudulently (including, without limitation, any fraudulent or unauthorised use of a credit card to make a Reservation).

5.5 On termination of this agreement, the Client will remain liable to pay sums which relate to Reservations ordered or booked prior to the date of termination (provided always that the Client will not be liable for any Reservations which have been cancelled in accordance with the Cancellation Terms).

6. Obligations of JacTravel

6.1 All Reservations are subject to the Booking Terms.

6.2 If any Reservation cannot be honoured by JacTravel, JacTravel will offer the Client, for the affected Consumers, alternative accommodation of an equal classification, offering the same or equivalent facilities and/or location. Any difference in price between the Rate and the price for alternative accommodation will be paid by JacTravel. Should the alternatives suggested not be acceptable, the Client may receive a full refund of all monies paid for the Reservation in question. Subject to a request from the Client, JacTravel will investigate all reasonable requests for compensation. Following any such investigation, JacTravel may pay to the Client compensation reasonably payable for the affected Consumers under that Reservation (provided always that any compensation payment made by the Client to the Consumer is agreed with JacTravel in advance).

6.3 If JacTravel becomes aware, prior to a Consumer's departure from their country of residence, that the Reservation will not be available upon the Consumer's arrival at the Hotel, JacTravel agrees to notify the Client immediately and, wherever possible, at least 48 hours prior to the arrival date of the Consumer. JacTravel will endeavour to find alternative accommodation of equal standard and same room type.

6.4 If JacTravel is unable to fulfil a Reservation due to health and safety reasons following an assessment of the Hotel, JacTravel will not be responsible for additional costs incurred in relocating the Reservation to an alternative hotel.

7. Obligations of the Client

In reselling Reservations the Client will:

7.1 Ensure that any contract for any Reservations incorporates a set of conditions which clearly set out a contract for the sale of the Reservation before the Client confirms any Reservation;

7.2 Comply, and ensure full compliance by any party to whom arrangements are sold, with all relevant local laws and regulations, including but not limited to:

7.2.1 all local or national legislation enacted pursuant to the (now repealed) EU Council Directive 90/314 EEC and EU Council Directive 2015/2302 (including any requirement for the Client to arrange: its own appropriate and adequate financial protection for all arrangements which amount to a “package”, pre-payments; and repatriation). JacTravel accepts no liability or further responsibility whatsoever in relation to any such packaged Reservations;

7.2.2 any trade body of which the Client is at any time a member, insofar as they affect the Client’s activities;

7.3 Not represent to any Consumer that JacTravel provides any financial protection for forward payments and/or repatriation in respect of any Reservation; and

7.4 Give accurate and complete descriptions of Reservations and not make any representations, verbally or in writing, which are inconsistent with those appearing on the Booking System or which are inconsistent with information previously given by JacTravel.

8. Taxes

8.1 No additional amounts will be added to the Rate in respect of VAT.

8.2 The Rate excludes any city or local taxes or levies which are payable locally in respect of the Reservation, and further details are set out in the Booking Terms.

9. Complaints

9.1 The handling of complaints made by Clients will be governed by the Operational and Complaints Procedures.

9.2 Each party expressly:

9.2.1 acknowledges that it does not have any ability to bind the other party in relation to the handling of complaints; and

9.2.2 undertakes not to do anything which would prejudice the other party’s legal position.

10. Health and Safety

10.1 JacTravel expects all hotels with whom it has direct contractual relations to meet all local and national requirements of their own country’s safety laws in order to operate legally within their jurisdiction.

10.2 In addition, all such directly-contracted hotels are required to complete an online health and safety audit. These hotels are requested to complete a self-assessment questionnaire which covers the areas of fire, general safety, hygiene, and swimming pool safety. It is the hotel's responsibility to submit the questionnaire and JacTravel does not accept any liability if any such hotel fails to complete a questionnaire or completes it inaccurately.

10.3 In the event of a health & safety issue involving a Consumer, JacTravel will conduct an investigation in accordance with the Operational and Complaints Procedures.

10.4 JacTravel does not provide any warranties as to, nor does it accept any liability in relation to:

10.4.1 a Hotel's suitability for the Consumer's purposes;

10.4.2 a Hotel's facilities; or

10.4.3 a Hotel's compliance with relevant health and safety legislation.

11. Set off

JacTravel will be entitled to set off any liability of JacTravel and/or its Associated Companies to the Client against any liability of the Client to JacTravel and/or its Associated Companies, in either case whether the liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination. JacTravel may convert or exchange any currency for the purpose of exercising its right of set-off under this clause 11. Any exercise by JacTravel and/or its Associated Companies of its rights under this clause 11 will be without prejudice to any other rights or remedies available to JacTravel and/or its Associated Companies under this agreement or otherwise.

12. Insurance

Throughout the period of this agreement JacTravel will take out and maintain a comprehensive insurance policy or policies with a reputable insurer to the value of £10,000,000 (ten million pounds) to cover:

12.1 all third party (public liability) risks, including but not limited to cover for death, personal injury and illness in respect of Consumers and employees, representatives and agents of the Client; and

12.2 damages, expenses, losses, fines, costs (including legal costs) and/or any other sums which the Client incurs or becomes responsible for as a direct result of any act(s), omission(s) and/or default(s) of JacTravel and/or as a result of any breach by JacTravel of this agreement.

13. Limitation of JacTravel's liability

13.1 The following provisions of clause 13 set out the entire financial liability of JacTravel and its Associated Companies (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Client in respect of:

13.1.1 any breach of this agreement; and

13.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with this agreement.

13.2 All warranties, conditions and other terms implied by statute or common law (except the conditions implied by section 12 Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from this agreement.

13.3 Nothing in this agreement excludes or limits the liability of JacTravel or its Associated Companies for:

13.3.1 death or personal injury caused by the negligence of JacTravel or its Associated Companies; or

13.3.2 fraud or fraudulent misrepresentation

13.4 Subject to clauses 13.2 and 13.3:

13.4.1 the aggregate total liability of JacTravel and its Associated Companies in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement is limited to the higher of

13.4.1.1 the Rate for paid or payable for the rooms which are the subject of the liability; or

13.4.1.2 £100,000 (one hundred thousand pounds); and

13.4.2 neither JacTravel nor its Associated Companies are liable to the Client for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise (in each case whether direct, indirect or consequential) or any claims for consequential compensation whatsoever and however caused which arise out of or in connection with this agreement.

14. Client liability in case of fraud

The Client is and will remain liable to JacTravel for any Reservations which it (or any of the Client's employees, agents or representatives) makes using the Client's access to the Booking System notwithstanding that such Reservations were a result of fraud (including, without limitation, where any employee, agent or representative is acting without the authority of the Client).

15. Confidentiality

Each party undertakes that it will not at any time during the term of this agreement use, divulge or communicate to any person (except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority) any information concerning the business or affairs of the other party or of any Associated Company (Confidential Information) which is not in the public domain and which by its nature should be treated as sensitive or confidential information may have or may in future come to its knowledge and each of the parties will use its reasonable endeavours to prevent the publication or disclosure of any Confidential Information concerning such matters.

16. Data Protection

Each party warrants that it will duly observe all its obligations under any relevant data protection and privacy legislation which arise in connection with this agreement.

17. Force Majeure

JacTravel will not be liable for any failure to perform any of its obligations hereunder where it is unable to do so directly due to an event of "force majeure" which is beyond its reasonable control, including but not limited to fire, flood, earthquake or other natural disaster, nuclear disaster, riot, war, terrorist activity, governmental action or labour strike.

18. Entire agreement

18.1 This agreement, and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this agreement.

18.2 Each of the parties acknowledges that, in entering into this agreement and the documents referred to in it, it does not rely on and will have no remedy in respect of, any statement,

representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to this agreement or not) other than as expressly set out in this agreement. The only remedy available to it will be for breach of contract under the terms of this agreement. Nothing in this clause will, however, operate to limit or exclude any liability for fraud.

19. Termination

19.1 Either party may terminate this agreement with immediate effect at any time by notice in writing to the other party if:

19.1.1 the other party is in material or persistent breach of any other provisions of this agreement and the breach, if capable of remedy, has not been remedied within 30 days after receipt by the defaulting party of notice requiring the breach to be remedied; or

19.1.2 if the other party suffers an Insolvency Event.

19.2 Subject to clause 20.4 below, the Client may terminate this agreement at any time on six months' written notice to JacTravel.

19.3 JacTravel may terminate this agreement at any time on one month's written notice to the Client.

20. Consequences of termination

20.1 Except as provided in this agreement, following its termination, JacTravel will have no further obligation to the Client.

20.2 The following clauses will survive termination of this agreement and continue in full force and effect:

Clauses 11, 12, 13, 14, 15, 16, 18, 20, 21, 22, 23 and 24

20.3 Subject to clause 20.4, termination of this agreement will not affect any rights, remedies or obligations of the parties that have accrued or become due prior to termination.

20.4 Following service of notice under clause 19.1.1, 19.2 and 19.3 above, and/or the occurrence of an Insolvency Event under clause 19.1.2, JacTravel will be entitled to cancel any Reservations for which it has not received full payment from the Client.

20.5 If JacTravel has incurred costs in connection with ensuring the integration of the Client's IT systems with the Booking System (including, without limitation, any API or XML connection) in the 36 month period preceding the date of the Client's written notice under clause 19.2, the Client will fully reimburse JacTravel for any such costs JacTravel has incurred.

21. Notices

21.1 Any notice or other communication given under this agreement must be in writing (which for the purposes of this clause 21.1 includes email) and sent by recorded post, or transmitted by fax or email to the relevant party's address as set out on the front page of this agreement or to such other address or fax number or email address as either party may have last notified to the other.

21.2 A confirmatory copy of any notice transmitted by fax or email must also be delivered or sent by recorded post to the relevant party.

21.3 Any notice or other communication is deemed to have been duly given on the third Business Day following the date it was sent by post, or on the next Business Day following transmission by fax or email.

22. Third parties

22.1 JacTravel's Associated Companies may enforce the terms of this agreement pursuant to and in accordance with the Contracts (Rights of Third Parties) Act 1999.

22.2 Except as provided in clause 22.1 no person who is not a party to this agreement will have any right to enforce it pursuant to the Contracts (Rights of Third Parties) Act 1999.

23. Assignment and transfers

The Client may not assign, sublicense, subcontract or otherwise transfer all or any part of this agreement without JacTravel's prior written consent.

24. General

24.1 Neither party will be affected by any delay or failure in exercising or any partial exercising of his rights under this agreement unless he has signed an express written waiver or release.

24.2 If any provision of this agreement is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, that will not affect or impair:

24.2.1 the legality, validity or enforceability in that jurisdiction of any other provision of this agreement; or

24.2.2 the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this agreement.

24.3 Nothing in this agreement is intended to, or will be deemed to, constitute a partnership or joint venture of any kind between JacTravel and the Client. Neither party will have any authority to act as agent for, or to bind, the other in any way.

24.4 No variation or agreed termination of this agreement or of any document referred to in it will be effective unless it is in writing.

24.5 These terms and conditions (including all the Schedules), together with the Summary, set out the entire agreement and understanding between the parties in connection with the matters which are the subject of this agreement.

24.6 This agreement will be governed by the laws of England and Wales.

24.7 The parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales.

Schedule 1 - Booking Terms

1. When making a Reservation

1.1 It is the Client's responsibility when making a Reservation to ensure the correct service, hotel and room type, dates and Consumers are reserved.

1.2 Access to JacTravel's Booking System is available to the Client for making legitimate Reservations only – not for speculative, false, dummy or fraudulent Reservations.

1.3 The Client must give JacTravel accurate information for all Consumers staying at a Hotel as part of any Reservation.

1.4 Accommodation and services provided are only for the use of Consumers shown on the Client invoice. It is prohibited for Consumers to sub-let, share or transfer any part of the Reservation to a third party other than that shown on the booking status advice.

1.5 Rates are as displayed on the Booking System at the time of booking. Any alternative rates JacTravel quote will be advised in writing and are subject to availability and reconfirmation at time of reservation. Any rates which are the result of an obvious error or omission will not be honoured but the Reservation may be retained at the correct rate if requested. If the Client suspects or becomes aware that a rate is incorrect, the Client must advise JacTravel in writing at the earliest opportunity.

1.6 Reservation requests must be sent by e-mail to the Reservations Contact as set out in Schedule 3 and set out in the following sequence: the Client's contact name, agency name, the Client's reference, city, hotel, arrival date, number of nights, number and type of rooms required, guest names and ages of all children.

1.7 JacTravel will not action any requests made over the telephone and will not honour any rates the Client claims JacTravel has given to the Client over the phone. Any alternative rates must be confirmed by JacTravel in writing.

1.8 On request Reservations are only confirmed subject to written confirmation from JacTravel in accordance with clause 5 (Confirmations) below). If the Client does not receive this notification within 24 hours, the Client should check that JacTravel has received the Client's Reservation request, as without JacTravel's confirmation the Client cannot consider the Reservation (or any part of it) to be confirmed.

1.9 Amendments must be in the same sequence but preceded by the JacTravel reference number and followed by the Client's new requirements. Name amendments may not always be possible, and are subject to re-confirmation by the Hotel. Alternatively, the Client may be asked to 'cancel' and 'rebook' at prices and availability appropriate at the time.

2. Hotel Reservations

2.1 As soon as JacTravel confirms a Reservation then the Reservation has been made and JacTravel does not require a reconfirmation from the Client. It is the Client's responsibility to cancel this Reservation with JacTravel if it is not required. If services are not cancelled the Client will incur cancellation charges as set out under the Cancellation Terms.

2.2 Clients receive confirmations for all Reservations with a reference number; this must be used in all future correspondence.

2.3 In the event of duplicate Reservations made in error by the Client there may be charges for all identical confirmed Reservations. JacTravel will endeavour to minimise the charges but cannot guarantee to waive the charges.

2.4 Reservations must not be made with fictitious names for the Client to hold space. If the Client does not book with the correct names JacTravel reserves the right to cancel the Reservation and/or impose no show/cancellation charges.

3. Hotel categories and room types

3.1 The Booking System performs a static upload of Reservation descriptions on a regular basis. Any incorrect information received from Hotels will be highlighted to the Client as soon as practicable.

3.2 Photographs and images can be an indicative and/or generic representation of the Hotel. In the case of room types it is important that the Client is aware of the exact room type booked. JacTravel makes reasonable efforts to ensure images used are indicative of the rooms being sold and are up to date; however, JacTravel cannot guarantee their accuracy. Photos are not necessarily the specific

rooms allocated to Consumers and could be of different room types than that booked, e.g. standard, superior, deluxe etc.

3.3 JacTravel will endeavour to provide the room type(s) booked; however, there may be occasions when instead of a double-bedded room a twin may be allocated, or instead of a twin a double-bedded room may be allocated. JacTravel guarantees that the room will be suitable for the number of Consumers reserved.

3.4 JacTravel's reservations, marketing, sales, editorial and technical executives do everything in their power to ensure that all information contained on the Booking System is accurate and up-to-date. As much of the information is supplied by Hotels (or other third party suppliers), JacTravel does not accept any liability for any errors which may occur. The Client's use of the Booking System indicates that the Client accepts this limitation of liability.

3.5 JacTravel is not responsible for providing information on the laws and immigration/visa requirements of any Country.

3.6 JacTravel welcomes news of any errors that the Client might find on the Booking System. Contact can be made via email to the Reservations Team.

Star ratings and quality of accommodation

3.7 JacTravel undertakes its own categorisation of Hotels, which represents its view as to relative quality. These may differ from those published.

3.8 Furthermore the application of star ratings may vary in quality from country to country and should not be relied upon alone to indicate the quality of the accommodation. The type and size of rooms provided by a Hotel (such as single, double) may also vary from country to country. It is up to the Client to independently check that the type of the accommodation and services provided by each Hotel meets a Consumer's needs. An example of each room type is outlined below and these are guidelines only:

Twin room Accommodation for two adults in a room with two beds. Bed sizes for this room type may be two single beds or two double beds depending on the Hotel.

Double room Accommodation for two adults in a room usually with one bed.

Single room Accommodation for one adult in a room with one bed.

Double/Twin room for sole use Accommodation for one adult in a room with one or two beds. This room type is suitable for accommodating one person only.

Triple room Accommodation for three adults in a room with two or three beds. Bed sizes and arrangements may vary. A Triple room does not guarantee three separate beds. This may include a rollaway bed.

Quad room Accommodation for four adults in a room with two, three or four beds. This may include rollaway beds. Arrangement of beds may vary considerably.

Double/Twin + 1 child Twin or Double room (based on 2 full paying Consumers) with an extra bed or rollaway suitable for a child – ages and rates as per details on the Booking System. In some hotels an extra bed for a child is not always guaranteed and the child may need to share the adult's bed.

Double/Twin + 2 children Twin or Double room with extra beds or rollaway beds suitable for children – ages and rates as per details on the Booking System. In some hotels an extra bed for a child is not always guaranteed and the child may need to share the adult's bed.

Dormitory Style This may consist of a bunk bed or single bed in a shared mixed gender dormitory.

Cot/cradle or crib This service is on request and suitable for a child under the age of two years; a charge may be made locally by the hotel.

Specially adapted room facilities are subject to availability and should always be on request.

4. Child policy

4.1 Individual Hotel child policies and prices are provided by the Booking System (and may vary by Hotel).

4.2 Children must be booked with at least one accompanying adult, and unaccompanied minors travelling by themselves may not be permitted; as age limits differ by hotels and countries, the Client should check this before placing a booking for an unaccompanied person under 18.

5. Confirmations

5.1 It is the Client's responsibility to check all details on JacTravel's Reservation confirmations, amendments and cancellations.

5.2 JacTravel needs to be informed immediately of any errors, as it cannot guarantee to be able to make corrections at a later date.

5.3 Confirmations will be sent in writing from the Booking System. The Client must therefore provide a default email address (the Booking System only allows for one default contact address). If this is to be changed it is the Client's responsibility to advise JacTravel immediately.

6. Pricing

6.1 All Rates:

6.1.1 are strictly confidential and must not be disclosed or used in negotiations with a Hotel or third party;

6.1.2 are subject to change without notice as JacTravel operate a system of fluid pricing particularly during "Fair, Event and Peak" periods, unless agreed in writing with JacTravel management; and

6.1.3 are per room per night and include government taxes (resort fees and city taxes will not be included and may be payable by the guest locally, directly to the hotel) and breakfast where indicated; and

6.1.4 are provided in a range of national currencies.

6.2 JacTravel reserves the right to amend all rates quoted in the event of any changes in government taxes. Any such charges will affect new and existing bookings for passengers who have yet to stay at the Hotel or utilise the service booked.

6.3 An invoice will be raised for each booking and will be emailed to the Client unless an alternative method has been agreed (such as where the Client instead expressly requests a statement listing all bookings made via the Booking System).

6.4 Prices will be confirmed at time of reservation. These will override any previous prices quoted.

7. Transfers/Sightseeing/Attractions/Theatres

JacTravel will advise the Client prior to booking of any specific terms relating to transfers, sightseeing, attractions, theatres or other special bookings.

8. Special requests

JacTravel will pass on special requests to the relevant Hotel (or other third party supplier); however, these are not guaranteed and do not make up any part of the Reservation as detailed on the Client invoice or Consumer voucher.

9. Logins & Passwords

9.1 All logins and passwords remain the property of JacTravel. They are strictly confidential and should only be given to members of staff who need access to the Booking System.

9.2 JacTravel reserves the right to periodically change logins and passwords. JacTravel recommends that the Client changes passwords upon the departure of any member of the Client's staff, or if the Client suspects fraudulent use of logins or passwords.

9.3 Upon JacTravel being alerted by the Client to, or otherwise discovering the existence of, any fraudulently made Reservation, JacTravel will cancel the existing login and password and reissue a new login and password to the Client. If JacTravel has not been advised by the Client of known or suspected fraudulent activity and Reservations or cancellations are subsequently made using the Client's account, those Reservations and/or cancellations will be the Client's responsibility and the Client will be liable to JacTravel for any losses that JacTravel incurs as a result. The Client should direct queries to the Reservations Contact as set out in Schedule 3.

10. IT Services

The contact for technical and IT related issues is the IT Contact as set out in Schedule 3 or for API/XML issues the API Contact as set out in Schedule 3.

11. Vouchers

Vouchers issued for Reservations must include all the following information:

11.1 full name and address of the service supplier (details as per our Reservation confirmation);

11.2 dates, descriptions and specific requirements of the services provided (as applicable);

11.3 name(s) and number of Consumer(s). Names must read exactly the same as in the reservation;

11.4 JacTravel Reservation reference number;

11.5 Except in the case of XML bookings, where Schedule 5 applies: "This reservation is booked with and payable to JacTravel. In case of any emergency or problem with any service, the Client must contact JacTravel";

11.6 JacTravel 24/7 contact telephone numbers;

11.7 Consumers not able to submit a valid voucher may be required to pay the relevant retail price locally. It is the Consumer's responsibility to ensure that they are in possession of the voucher, and no liability is accepted by JacTravel for their failure to do so; and

11.8 the above information is integral to the booking process. JacTravel will not accept any liability for losses suffered as a result of the relevant information not being displayed on the Consumer voucher.

Schedule 2 - Cancellation Terms

1. Cancellations and amendments

1.1 Prior to the Client making a Reservation, JacTravel will advise the Client via the Booking System of the relevant cancellation policy (including the cancellation charge).

1.2 Amendments are only valid if received by JacTravel via the Booking System or in writing.

1.3 Cancellations are only valid if received by JacTravel via the Booking System or in writing.

1.4 Any cancellations or amendments that are made directly with the Hotel by the Client or the Consumers are not considered valid. The Client must make all cancellations or amendments and/or requests for early check-outs with JacTravel authorisation.

1.5 Cancellations must be made via the Booking System. If the Client is unable to cancel a Reservation via the Booking System, the Client must send an email to the Reservations Contact as set out in Schedule 3. The Client should ensure that when sending the Client's cancellation message it contains "CANCELLATION" and JacTravel Reservation reference written at the top of the page or subject field in the case of email.

1.6 The provisions of Part 4 of Schedule 3 apply in relation to test reservations.

1.7 Written notification of cancellation will be sent to the Client. If the Client does not receive this notification within 24 hours (Business Days) the Client should check that JacTravel has received the Client's cancellation request. Without JacTravel's confirmation the Client cannot consider any Reservation (or any part of it) as cancelled and charges will therefore apply.

1.8 In the event of a dispute, JacTravel will not accept any correspondence in which "Cancelled" has been written over the original request.

1.9 Amendments will not always be possible.

1.10 Reservations of seven nights or more may attract different cancellation and/or amendment policies. The Client must check the relevant cancellation or amendment policy at the time of making the Reservation.

1.11 Based on the definition of a Reservation, an amendment is either an extension or a reduction of the number of nights where the arrival date remains the same, or a change of name under a Reservation. Only these will be undertaken by JacTravel's Reservations department. A reduction of the number of nights may not always be possible during fair/peak dates or due to a minimum stay rule.

1.12 JacTravel will consider a change of room type or an additional room required for an existing Reservation as a new Reservation. This is subject to the latest pricing and availability in the normal way. The Client must book or request this online as required.

1.13 Amendments made within the cancellation deadline may still attract charges.

2. No-shows and early check-outs

2.1 If a Consumer does not utilise their Reservation, or a cancellation request is received after the check-in time, then a no-show charge will be applied and charged at the same rate as late cancellations. JacTravel will guarantee the Client's room for 24 hours from the normal check in time for the Hotel. Arrivals after this time will be subject to availability.

2.2 In the event of a no-show or early check-out, a charge of up to 100% of the entire cost of the Reservation may apply.

Schedule 3 - Operational and Complaints Procedures

Part 1 - Complaints

1. JacTravel does not accept any liability for complaints, but agrees to provide assistance on a goodwill basis.
2. The Client must notify JacTravel via the Reservations Contact as set out in Schedule 3 immediately in the event of any discrepancies on arrival. The Client's failure to inform JacTravel may affect future complaints or any compensation settlement.
3. Consumers should take up any issue with the Hotel directly whilst they are still at the Hotel, to give them the opportunity to resolve the problem. If the Consumer has done this and not received a satisfactory resolution to the problem, the Client should contact JacTravel. If an offer is made by the Hotel where JacTravel is required to resolve the issue later, the Consumer will need to provide proof of this in writing endorsed by the Hotel.
4. JacTravel would like to have the opportunity of helping to resolve any problems Consumers may have at the time an incident occurs rather than satisfying any disappointments upon their return home.
5. If a satisfactory solution cannot be found the Client should contact the Reservations Contact as set out in Schedule 3 and JacTravel will endeavour to assist.
6. JacTravel strongly advise in the case of any query or issue locally that the Client contacts JacTravel's 24/7 Service Contact as set out in Schedule 3. This service is operated 365 days a year.
7. Once the Consumer has returned home from their trip, any complaints must be sent by the Client in writing with all relevant correspondence to the Customer Care Contact as set out in Schedule 3 within ONE calendar month after the return date of the Consumer. Since JacTravel cannot acknowledge the receipt of all complaints, the Client must check with JacTravel to confirm its complaint has been received. JacTravel will then liaise with the Hotel.
8. It is the JacTravel policy to acknowledge receipt of complaints within two Business Days, and to investigate all complaints and to respond within 15 Business Days of receipt from the Client. JacTravel will do its utmost to ensure the cause of the complaint does not re-occur and to keep the relevant departments informed within JacTravel in order to take relevant action.
9. Failure to comply with these complaint's procedures may affect the Consumer's right to compensation from the Hotel.
10. Client should provide all relevant details (including, where applicable, photographs) when submitting complaints.
11. The Consumer will be responsible for all charges in the event of a voluntary change of hotel for which JacTravel has not provided prior written approval.

Part 2 - Payment

1. The Client payment type and terms are subject to one of the following as agreed:
 - 1.1 credit;
 - 1.2 pre-payment; and
 - 1.3 any deposit or bank guarantee which may be required by JacTravel.

2. All payments made to JacTravel must be accompanied by a remittance advice clearly listing the Client account code, invoice numbers, booking references and amount being paid per invoice. Any invoice not being paid in full or part thereof must be queried by the Client within 14 days of the date on which the invoice was issued (for pre-payment only Reservations, all queries/disputes must be made seven days prior to travel). A full explanation stating the reason for the underpayment and documentary evidence to support the Client claim must be sent.

3. Should the Client have a dispute with a particular invoice, this is not sufficient reason to delay or withhold payment of any undisputed invoices. Failure to settle undisputed invoices may affect future Reservations.

4. All payments made by credit card will be subject to a 2% charge (AMEX 2.5%). JacTravel does not accept Diners or Visa Electron. The Client accepts that in the case of credit card chargebacks from the cardholder or credit card company, the Client is fully responsible and liable for the entire amount due to JacTravel (notwithstanding whether Client or Consumer credit card details have been used for payment).

5. All bank charges and costs of transmitting payment must be borne by the Client, including intermediary bank charges where applied. JacTravel will only cover charges made by its own bank, HSBC. The Client must pay all invoices in the same currency specified in the relevant invoice.

6. Payments must be made to the bank accounts according to the relevant currency and specified on the JacTravel invoice.

Part 3 - Contact Information

1. Business and mailing address

JacTravel Ltd
62-64 Chancellors Rd
London W6 9RS
United Kingdom
Switchboard Telephone: +44 (0)20 8563 7878

2. Hours of business (UK time): 9am – 5.30pm

Part 4 - Test Reservations

1. JacTravel understands the need for Clients to make test Reservations from time to time. Before doing so, the Client must contact JacTravel's technical support team for details of test facilities on the Booking System, and the policies that apply to use of the same.

2. The Client must not, under any circumstances, make test Reservations where such Reservation cannot be amended or is non-refundable. It is the responsibility of the Client to cancel any test Reservations. The Client will be liable for any costs that JacTravel incurs as a consequence of its failure to comply with this clause.

Schedule 4 - Online Groups

1. For any group of 10 (ten) or more Consumers booked online, specific terms and conditions may apply for amendment and cancellation. The Client should check with JacTravel's Reservations Contact or Groups Contact as set out in Schedule 3. Reservations for 10 (ten) or more Consumers for the same Hotel and the same dates made under different reference numbers may constitute a group Reservation therefore different cancellation policies and rates may apply. For group bookings of 10 or more Consumers made online, the Client should, before confirming the Reservation with any Consumer or other customer, ensure reconfirmation from JacTravel's Groups Contact as set out in Schedule 3, along with any amended or specific terms and conditions that JacTravel may notify to the Client.

2. All Reservations for less than 10 (ten) Consumers will be dealt with as standard bookings only.
3. If any amended or specific terms and conditions apply for Group bookings, JacTravel will advise the Client on reconfirming any Reservation.

Aktualna wersja dostępna na stronie: <https://www.totalstay.com/conditions.htm>

Privacy Policy

This Privacy Policy explains how we use personal information about you and the steps we take to ensure your personal information is kept secure and confidential.

1. Our identity and contact details

1.1 We are WebBeds FZ LLC (referred to as “we”, “us” and “our” in this Privacy Policy), a company registered in Dubai, United Arab Emirates with company number 91277 whose registered office is at Suite 1714-1715 Al Shatha Tower, PO Box 502115, Dubai Media City, Dubai, United Arab Emirates.

1.2 Please note that this Privacy Policy does not apply to any personal data provided within any hotel bookings relating to hotel guests or travellers, as we are not the data controller in respect of any such personal data. The data controllers in these cases will be the relevant hotel and travel agent via which a booking was made. If you are a hotel guest or traveller and have any queries regarding the use of your personal data or wish to access your personal data, you should contact the relevant data controller directly (or contact us, and we will try to assist with directing you to the relevant person).

1.3 This Privacy Policy applies to all clients and/or suppliers of WebBeds FZ LLC (including but not limited to hotel clients, travel agent clients and potential hotel or travel agent clients) or any personal data provided via any websites, web applications, mobile applications or similar devices, channels, platforms, service applications or other applications operated by or on behalf of us or which reference this Privacy Policy.

1.4 In respect of all persons to whom this Privacy Policy applies (see above) (referred to as “you” and “your” in this Privacy Policy), we are the data controller of your personal data, i.e. we are the controller of how all personal information we are holding about you is stored, processed or transferred. We will only deal with your personal data in accordance with the terms of this Privacy Policy. Our contact details are as follows:

1.4.1 Address: 8 Holmes Road, London, NW5 3AB.

1.4.2 Telephone number: +44 (0) 2030965221.

1.4.3 Email address: personaldata@jactravel.com (please include “Personal Data Request” in your subject heading to ensure it receives the correct attention).

1.5 Our Data Protection Officer is Stuart Nassos, whose contact details are as follows:

1.5.1 Telephone number: +44(0)203-096-8509.

1.5.2 Email address: stuart.nassos@jactravel.com

2. Information we collect from you

How you engage with us

2.1 In respect of all persons to whom this Privacy Policy applies (see above), the information we hold about you comes from the way you engage with us, for example by doing any of the following:

2.1.1 filling in forms or making a general enquiry via our website;

2.1.2 registering your interest in partnering with us;

2.1.3 providing information in the course of negotiating and/or entering into contractual agreements with us; and

2.1.4 corresponding with us by phone, email or otherwise.

Information we collect about you

2.2 The information we collect when you engage with us for any of the purposes described above may include, for example:

2.2.1 your name, email address and phone number;

2.2.2 your marketing preferences;

2.2.3 the Internet Protocol (IP) address attached to your device;

2.2.4 your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and certain device information; and

2.2.5 information about your visit, including the full Uniform Resource Locators (URLs), clickstream to, through and from our website (including date and time), services you viewed or searched for page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs) and methods used to browse away from the page.

3. Uses made of the information

3.1 We use information held about you in the following ways:

3.1.1 for internal record keeping and account creation;

3.1.2 in order to enter into contractual agreements with you in relation to hotel services;

3.1.3 to carry out our obligations arising from any contracts entered into between you and us, including, but not limited to, the processing and administration of bookings;

3.1.4 to provide you with the services that you request from us;

3.1.5 to contact you in the course of providing services to you in your capacity as a travel agent, hotel operator or technology platform provider, as applicable;

3.1.6 for insight purposes (e.g. to analyse market trends and demographics, and develop the service which we offer to you or other individuals in the future); and

3.1.7 to send promotional emails about other services we offer which are similar to those that we already provide to you or that you have enquired about; (with your consent).

3.2 Please note that we are a company incorporated in Dubai, and as such, information we collect about you will be stored and processed (at least partly) in Dubai. Please note that data protection laws in Dubai may not offer equivalent protection as data protection laws offered in the United Kingdom, however, we take the privacy of personal data very seriously and are taking steps to ensure the security and safeguarding of all personal information collected by us (please see further details at section 8 (security) below).

4. Our legal grounds for processing your information

4.1 We will only process your personal information for the purposes set out in this Privacy Policy and in each case, on the basis that:

4.1.1 it is necessary for us to do so for the performance of a contract or for the purpose of taking steps to enter into a contract with you; or

4.1.2 if it is our legitimate business interests to do so (for example for internal record keeping, insight or marketing purposes, as detailed above); or

4.2 For any other processing of your personal data, we will only do so in accordance with data protection laws.

5. Sharing your information

5.1 We may share information about you with any company within the WebBeds FZ LLC Group (which means our subsidiaries and our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006) for the purposes set out in this Privacy Policy only.

5.2 The personal data you provide to us may be shared with and processed by:

5.2.1 regulators or other third parties for the purposes of monitoring and/or enforcing any legal and regulatory obligations, including statutory or regulatory reporting or the detection or prevention of unlawful acts;

5.2.2 any third party in the context of actual or threatened legal proceedings, provided we can do so lawfully (for example in response to a court order);

5.2.3 if we are under a duty to disclose or share your personal data in order to comply with any legal obligation;

5.2.4 external hosting providers in order for the administration of our website (or any other online platform operated by us);

5.2.5 our own professional advisors and auditors for the purpose of seeking professional advice or to meet our audit responsibilities;

5.2.6 third parties where you have a relationship with that third party and you have consented to us sending information (for example social media sites or other third party application providers);

5.2.7 third parties for marketing purposes (with your consent); and

5.2.8 another organisation to whom we may transfer our agreement with you or if we sell or buy (or negotiate to sell or buy) our business or any of our assets.

6. International transfers

It may be necessary in certain cases for us to transfer your personal information to other locations outside the UK or the European Economic Area (EEA), to locations that may not provide the same level of protection as the UK. However, we will only do so provided that appropriate safeguards and protections are in place (for example using the European Commission's Standard Model Clauses for transfers of personal data outside the EEA), or in accordance with any other requirements under data protection legislation.

7. How long will we keep your information for?

7.1 Unless we are required or permitted by law to hold on to your information for a specific retention period, we may retain your information for the following purposes and periods:

7.1.1 if we are holding data for the performance of a contract with you, we will store information on our systems for a period of seven years following completion of a trip by the hotel guest/traveller (or upon termination of our contract with you, if later); and

7.1.2 if we are holding information for our legitimate business interests (as outlined above), we will delete your information if it is no longer necessary for us to retain it, e.g. if our business focus moves to a different market sector.

7.2 Where we no longer need your personal information, we will dispose of it in a secure manner.

8. Security

8.1 We keep your information protected by taking appropriate technical and organisational measures to guard against unauthorised or unlawful processing, accidental loss, destruction or damage. For example:

8.1.1 we have implemented safeguards in relation to access and confidentiality in order to protect the information held within our systems; and

8.1.2 we frequently carry out risk assessments and audits to monitor and review threats and vulnerabilities to our systems to prevent fraud.

8.2 However, while we will do our best to protect your personal information, we cannot guarantee the security of your information which is transmitted to any website or other online platform operated by us via an internet or similar connection.

8.3 The registration process via any website or other online platform operated by us may include the creation of a username, password and/or other identification information. All such details should be kept confidential by you and should not be disclosed to or shared with anyone. In order to protect your account, please choose a strong password (which should include a mixture of letters and numbers) and ensure that it is kept safe. If you disclose details of your username or password information, you will be responsible for all activities undertaken on the platform where they are used.

8.4 All information you provide to us is stored on our secure servers. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our website, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

9. Your rights to your personal data

9.1 You have certain rights under existing data protection laws, including the right to (upon written request) access a copy of your personal data that we are processing. From 25 May 2018, if you are based within the UK or the EEA or within another jurisdiction having similar data protection laws:

9.1.1 you will have the following rights:

9.1.1.1 right to access: the right to request certain information about, access to and copies of the personal information about you that we are holding (please note that you are entitled to request one copy of the personal information that we hold about you at no cost, but for any further copies, we reserve the right to charge a reasonable fee based on administration costs);

9.1.1.2 right to rectification: the right to have your personal information rectified if it is inaccurate or incomplete; and

9.1.2 in certain circumstances, you will also have the following rights:

9.1.2.1 right to erasure/"right to be forgotten": the right to withdraw your consent to our processing of the data (if the processing is based on your consent) and the right to request that we delete or erase your personal information from our systems (however, this will not apply if we are required to hold on to the information for compliance with any legal obligation or if we require the information to establish or defend any legal claim);

9.1.2.2 right to restriction of use of your information: the right to stop us from using your personal information or limit the way in which we can use it;

9.1.2.3 right to data portability: the right to request that we return any information you have provided in a structured, commonly used and machine-readable format, or that we send it directly to another company, where technically feasible; and

9.1.2.4 right to object: the right to object to our use of your personal information including where we use it for our legitimate interests or for marketing purposes.

9.2 Please note that if you withdraw your consent to the use of your personal information for purposes set out in our Privacy Policy, we may not be able to provide you with access to all or parts of our website or other platforms operated by us or carry out our contractual obligations to you.

9.3 If you consider our use of your personal information to be unlawful, you have the right to lodge a complaint with the UK's supervisory authority, the Information Commissioner's Office. Please see further information on their website: www.ico.org.uk

10. Changes to our privacy policy

We may amend this Privacy Policy from time to time, for example to keep it up to date, to implement minor technical adjustments and improvements or to comply with legal requirements. We will always update this Privacy Policy on our website, so please try to read it when you visit the website (the "last updated" reference tells you when we last updated our Privacy Policy).

Aktualna wersja dostępna na stronie: <https://www.totalstay.com/privacy.htm>

AIC TRAVEL GROUP

Terms and conditions

GENERAL INFORMATION

1. Our booking system can be utilized solely for the individual customers. The reservations make provisions for a maximum of nine people sorted out into single, double, triple, or quadruple rooms or for a maximum of five people sorted out into single rooms.
2. We ask you all to attentively read the presented operative procedures and possibly up-date and assure yourselves that these things are always observed during the use of the system.
3. Abuses will not be accepted, for example the subdivision of groups into more reservations. In the case in which Aic Travel Group SA notices diverse practices with identical characteristics (date, destination and hotel) referring to a group, it reserves the right to cancel them or modify the conditions of cancellation, penalties and payment deadlines that regard the groups.
4. The reservations are accepted from Aic Travel Group SA on the basis of "Good Faith"; it will not be permitted to hold spaces from successively reselling, resulting in cancellation.
5. All of the information(written or in images) presented on the website are exclusive property of Aic Travel Group SA and they cannot be copied, printed or spread to a third party if not upon authorization of the same.
6. All of the information notes on the hotels and pictures are accurate, nevertheless we cannot retain responsibilities in any way if sometimes the results are inaccurate or incomplete.
7. For your protection, Aic Travel Group SA will not accept direct communications with your clients by phone, fax or e-mail. It will be our responsibility to immediately inform you if this occurs.
8. Your company will be totally responsible for the payment of the bookings implemented through our website.

RATES

1. The prices are final at the act of confirmation. The booking will be turned over for the total amount confirmed on the system.
2. We reserve the right to change the price after confirmation has occurred only in the case of varied taxes, VAT(valued added tax) or other conditions outside of our control, as fluctuations change higher than 3%, modification of the fair periods aside from the hotels and the like.
3. Some reservations may be confirmed at a price with the commission already included, which means it is the official price or rack rate.

FAIR PERIODS

1. During fair periods our prices may be closer to those rack rates of the hotels. We advise informing the client that the price paid may sometimes be higher than that portrayed by the hotel, to avoid dispute.
2. Occassionally you may be asked for the prepayment of the entire stay. If such prepayment should not reach us within the dates discussed, we reserve the right to cancel the reservation without issuing further warnings.

EMISSION OF HOTEL VOUCHERS

1. The system permits you to issue vouchers relative to your reservations: they could be personalized with your company logo (for information call the regional office). In any case where the system makes errors, Aic Travel Group SA will hold itself responsible. You may continue to issue your vouchers keeping details unchanged from that issued automatically by the system, mentioning the supplier's name that will provide the payment for the room. All the payments for extras are to be collected from the client.
2. In the case in which we received an invoice from the hotels with your voucher enclosed in which appears more nights than the system confirmed, we will send your invoice for the additional nights.

NO SHOWS

1. In case of a "no-show" an invoice will be issued only for the first night of stay unused or for the charge asked from the hotel with the reservation. If the client should appear in successive periods to that reservation and the data error is charged to your office, an invoice will be issued for the no-show plus another invoice for the new stay.
2. Other clauses regarding failed arrivals are indicated in the sections "Cancellations" and "Procedure Operative".

CANCELLATIONS

The reservations will be cancelled directly on the website and they will usually have the terms of cancellation show in the reservation:

Cancellations after the deadline will results in an invoice for the charges applied to our company.

If a client cancels directly from a hotel, at the end obtaining the repayment should produce a written documentation that permits fixing the data of cancellation, name and last name of the employee of the hotel that received it and a written confirmation from part of the hotel where the cancellation occurred and availability to carry out the repayment. Failing to produce such documentation will not permit the repayment of anything. Also in the case in which the hotel communicates by writing to the client that no one charged will be presented to Aic Travel Group SA, we reserve the right to apply a penalty equal to one night lacking what we worked out together.

During particular periods (world fairs, congress or events), the terms of cancellation could be different from those standard. Pay attention to those unusual cases.

PRIVACY

In no circumstance may someone disclose the prices, terms and conditions published on our website, if it doesn't personally apply to your company. We reserve the right to interrupt every work relationship, with consequences of the cancellation based on your practices, if we should recognize a misuse as such.

PAYMENTS

The payment of the invoice must agree with the Contract of supply from you signed with our company.

RESPONSIBILITY

Aic Travel Group SA functions as an intermediary. We will not be held responsible for any damage that could derive to the clients from catastrophic events, floods, earthquakes and all those situations and conditions that cannot be linked to our company as acts of negligence.

COMPLAINTS

1. In a case of disputes or protests, the complaint should come to us written in the best way possible within twenty days of the last day of the occupancy. After this deadline nothing else will be taken into consideration.
2. If the client leaves the hotel before the predefined date, an invoice will be issued for the full stay and if the hotel confirms a reduction, it will be our job to issue a credit note for the amount to refund. We suggest that the client, before leaving the hotel, ask for a written declaration that states the exact date in which the stay was terminated and it's availability to carry out the refund.

3. Disputes will not be accepted relating to discounted rates or hotel promotions enforced on the arrival of the client, why they could not have been communicated to our company or not entered in the contracts provided by Aic Travel Group SA.

Privacy Policy

Dear Client,

We inform you that all the data which concerns you (yourself or your company) will be processed in total respect of privacy and confidentiality.

The data you provide to us will be stored and processed with the respect of the obligations of sales contract and those imposed by law, including tax matters.

Please be aware that we are legally obligated to ask for this data and failure to provide it will prevent us from carry out the sale.

Additional information (not required by law or contractual obligations) is requested for a commercial and promotional purpose and is not mandatory..

For further information or modification of your personal data, you can contact us directly.

We remain at your disposal,
Kind regards.

AIC Travel Group SA
Global Travel Wholesaler

6, route des Jeunes - CP 1271
CH-1211 - Geneva 26
Switzerland

EXPEDIA

General Terms and Conditions for Booking

The Services offered by Expedia (as defined below) can only be used by Customers who have first read these General Terms and Conditions and accepted them unconditionally by clicking on the appropriate box provided for the purpose. It is not possible to proceed with the booking process without this acceptance. Customers undertake to fulfil the obligations contained within these terms and conditions. The agreement between Customers and Expedia comes into force as soon as Expedia provides written confirmation of a booking to Customers by email.

Customers should save and/or print a copy of these terms and conditions for future reference when making a booking.

Article 1. Definitions and scope

1.1. Definitions

The following definitions have the same meaning whether they are singular or plural.

'Customer' means a customer who reserves and/or books one or more Services offered on the Website.

'Destination Service' means the offering of tickets to events or tourist attractions at travel destinations, such as concerts or guided tours.

'Expedia' means Expedia, Inc. and/or Expedia Travel.

'Expedia, Inc.' means Expedia, Inc, whose registered office is at 333 108th Avenue NE Bellevue, WA 98004, USA.

'Expedia Travel' means Travelscape LLC, a company incorporated and resident for all purposes in the USA whose registered office is 10190 Covington Cross Drive, Suite 300, Las Vegas, NV 89144.

'Flight-Plus' means a Service as defined in section 3.7 of these General Terms and Conditions.

'General Terms and Conditions' means these general terms and conditions for booking and use, as amended from time to time.

'Package Holiday' means a Service as defined in section 3.6 of these General Terms and Conditions.

'Rules and Restrictions' means the terms and conditions applicable to the Suppliers with whom the Customer has concluded a separate contract (such as airlines' conditions of carriage, individual train operating companies' terms and conditions plus the National Rail Conditions of Travel – any references to the National Rail Conditions of Carriage on the Website refers to the National Rail Conditions of Carriage).

'Service' means a service offered on the Website, such as the booking of transport services, accommodation services, car hire services, rail transport services, Destination Services, insurance and Flight-Plus bookings and package holidays.

'SilverRail' means SilverRail Technologies, Inc. whose registered office is at 300 Trade Center, Suite 5500, Woburn, MA 01801, trading as SilverRail whose registered address is C/O Clark Howes, 2 Minton Place, Victoria Road, Bicester OX26 6QB.

'Supplier' means a supplier of Services, such as an airline, hotel, tour operator (including Expedia Travel), car hire company, train operating company, insurance provider or Destination Service supplier.

'TPX' means Travel Partner Exchange S.L. whose registered office is Calle Villalba Hervas 9, Planta 8, 38002 Santa Cruz de Tenerife, Canary Islands, Spain

'Website' means the www.expedia.co.uk website.

1.2. Scope

These General Terms and Conditions apply to offering and providing of the Services by Expedia, Inc. Expedia, Inc. operates the Website which acts as an interface between the Customer and the various Suppliers offering the Services, including Expedia Travel.

These General Terms and Conditions are subject to the Suppliers' Rules and Restrictions which are made available to the Customer before any booking is completed and which the Customer also accepts at the moment that a booking is actually placed. It is the Customer's responsibility to familiarise himself/herself with the Suppliers' Rules and Restrictions and any third party booking service supplier's terms and conditions. The Rules and Restrictions of Suppliers of air transport services are made available prior to making a booking and the specific terms of the relevant Supplier can be re-viewed here . The Rules and Restrictions of Suppliers of rail transport services are made available prior to making a booking, and the train operating companies' terms and conditions can be found on their websites as listed here and the National Rail Conditions of Travel can be found here. In the case of the booking of rail tickets, these terms and conditions and the customer's booking are also subject to the specific terms of Expedia's rail booking service supplier, SilverRail, which can be found here. Specific Accommodation Supplier Rules and Restrictions are provided prior to making a booking.

The General Terms and Conditions can be changed by Expedia, Inc. at any time without prior notice, although such changes will not apply to bookings that have already been accepted by Expedia, Inc. on behalf of the Supplier(s) concerned. It is therefore essential that the Customer reads, saves and/or prints a copy of the General Terms and Conditions at the time the booking is placed, in order to be aware of the provisions in force.

Article 2. Booking via the Website

2.1. The Customer's legal authority

The Website helps the Customer to find travel products and to make the necessary reservations, and acts as an interface in the transactions involved with the Suppliers. The Customer must be at least 18 years old, be legally authorised to enter into contractual obligations, have the requisite consent or authority to act for or on behalf of any persons included in a booking and must use the Website in accordance with these General Terms and Conditions and the Website Terms of Use.

The Customer is responsible for his / her activities on the Website (financially or otherwise), including the possible use of his / her user name and password. The Customer guarantees that the information entered by him / her on the Website in relation to him / her and, if applicable, his / her travelling companions is accurate.

Any use of the Website that is fraudulent or is in conflict with these General Terms and Conditions shall be reason for refusing the Customer access to the Services offered by Expedia and the Suppliers or to the other functionalities of the Website.

2.2. Confirming and cancelling orders (Subject to Sections 3.4, 3.6 and 3.7 where applicable)

2.2.1 Confirming

Confirmation of a booking, which includes the essential elements such as the description of the Service(s) booked and the price, will be sent to the Customer by e-mail. If the Customer does not receive a confirmation e-mail within 24 hours of placing the booking, he / she should contact Customer Services at travel@support.expedia.co.uk.

It is expressly agreed that the data stored in the information systems of Expedia, Inc. and / or its Suppliers shall constitute proof with respect to the bookings made by the Customer. Data stored in computers or electronic media are valid proof, and shall therefore be acceptable under the same conditions and with the same evidential value as a physical written document.

2.2.2 Cancellation

Cancellations can be made for flights by calling 0330 123 1235.

For hotels, cancellations can be made online by clicking on the “manage my hotel” page or by calling 0330 123 1235.

For rail, cancellations can be made online by clicking on “Manage Trips” and then “Itineraries” or by calling 0330 123 1235.

All such requests will be dealt with on behalf of the Suppliers concerned. The Customer does not have an automatic right of cancellation unless such rights are provided by the individual Suppliers under their Rules and Restrictions (which are provided to the Customer prior to booking).

In the event of cancellation or partial cancellation of a booking by the Customer, charges may be imposed by the applicable Suppliers. Where a cancellation affects more than one person on the booking, any applicable cancellation charge will be applied in respect of each person on the booking.

A fee may be imposed by the applicable Supplier in the event of a cancellation to a booking – please refer to the Rules and Restrictions notified in the booking process for more details.

If the Customer does not present himself / herself at the departure of the trip, refunds will only be due to the Customer in line with the Rules and Restrictions of the applicable Suppliers as notified in the booking process.

If a Customer wishes to cancel any part of a booking, and if such cancellation is permitted by the applicable Supplier, then an Expedia cancellation administration fee will apply in addition to any fees imposed by the Supplier. Please see the table below for the specific fees applicable.

Service	Cancellation administration fee
Hotel	Nil
Flight (excluding low cost carriers)	£25 per passenger
Car	Nil
Packages (excluding low cost carriers)	Flight - £15 per passenger Hotel – Nil
Destination Services / Local Expert	N/A (non refundable)

Expedia reserves the right to cancel a Customer’s booking if full payment for the booking, or any applicable cancellation fee relating to a booking is not received in a timely fashion.

2.2.3 Change of booking

If after making the booking the Customer wants to change the trip with respect to the date of travel, the destination, the place where the trip starts, the accommodation or the means of transport, the Customer should call 0330 123 1235. A fee may be imposed by the applicable Supplier in the event of a change to a booking – please refer to the Rules and Restrictions notified in the booking process for more details.

If a Customer wishes to change any part of a booking, and if such change is permitted by the applicable Supplier, then an Expedia change administration fee will apply in addition to any fees imposed by the relevant Supplier. Please see the table below for the specific fees applicable:

Service	Change administration fee
Hotel	Nil
Flight (excluding low cost carriers)	£25 per passenger
Car	Nil
Packages (excluding low cost carriers)	Flight - £10 per passenger Hotel – Nil
Destination Services / Local Expert	N/A (non refundable)

In the case of rail travel bookings, where a ticket is eligible for changes to be made, the Customer will be charged an administration fee of up to £10 per ticket per person for any changes made. Please note that a journey can be made up of more than one ticket.

Expedia reserves the right to cancel a Customer's booking if full payment for any applicable change fee relating to a booking is not received in a timely fashion.

2.2.4 Reimbursements

In the event of a refund to the Customer after the above deductions, the relevant amounts will be transferred back by the party that took the original payment (such as Expedia, a Supplier, or such other party as may appear on Customer's credit card or bank statement) to the payment card used to make the original booking. Any booking charges applied will not be eligible for reimbursement. Customers should note that refunds of (i) flight bookings may take up to 6 months; and (ii) rail bookings can take up to 9 weeks

2.2.5 Restricted Fares

Unless otherwise stated by the Customer, it is assumed that the Customer requires the least expensive Services. Such services (e.g. "economy class") may be provided without any possibility of modification or cancellation. In such cases, the Services cannot be provided in a different manner or at a different time or place to those contracted.

2.3. Travel documents

Except in relation to train tickets, the travel documents provided for a Service ordered through the Website will be sent to the e-mail address given by the Customer when making his / her reservation. For tickets for a rail booking the Customer can choose that these are (i) delivered to a Customer's address in the UK (provided that there is sufficient time for delivery) or (ii) to be collected from a station (subject to the station's opening hours).

In relation to ATOL Certificates, the Customer will receive an email including a secure click-through link to their ATOL Certificate shortly after booking payment has been completed. In the unlikely event that the Customer has not received the ATOL Certificate email within 48 hours of completing their booking payment the Customer should contact Expedia on 0330 123 1235 or email travel@support.expedia.co.uk.

Where a customer selected post as their delivery method for train tickets or for other services in the unlikely event that physical travel documents are required, these will be sent to the address given by the Customer when making his / her reservation. Travel documents can only be delivered to addresses in United Kingdom and will not be delivered to addresses in other countries. Expedia, Inc.

reserves the right to charge a non-refundable fee which will be notified at the time of booking to post or courier travel documents to Customers.

Expedia does not guarantee any delivery times, and will not be responsible for physical travel documents sent by post or courier not reaching the Customer before the departure date (whether due to failure by the delivery service chosen or otherwise). Customers should allow sufficient time for the chosen delivery method to ensure that they receive their physical travel documents in advance of their date of travel. Please bear this in mind when selecting a delivery method for train tickets. It is the Customer's responsibility to ensure that the address they provide for postal or courier delivery of tickets is correct.

If the delivery of travel documents is impossible because of an error made by the Customer in providing his / her personal details, neither the Supplier nor Expedia, Inc. shall be liable.

Article 3. Specific Services

Expedia, Inc. operates the Website, which acts as an interface between the Customer and the Suppliers with respect to offering and supplying all Services.

The purpose of this Article is to provide details of the terms and conditions of use of the Services provided by the Suppliers for the Customer's information. These details are not exhaustive and do not replace the Suppliers' Rules and Restrictions. In the event of any conflict or inconsistency between the General Terms and Conditions and the Rules and Restrictions or any third party booking service supplier's terms and conditions, the Rules and Restrictions or the third party booking service supplier's terms and conditions will prevail. The Rules and Restrictions of Suppliers are made available prior to making a booking.

Except in the case of regulatory requirements to the contrary, these details do not give rise to any obligation or liability on the part of Expedia, Inc.

3.1. Air Transport Services

Air transport services may be offered separately or as part of a Flight-Plus (see Section 3.7) or package holiday and are subject to the Rules and Restrictions (including conditions of carriage, fare rules and restrictions) of the Supplier. The Rules and Restrictions may include restrictions on and/or charges for cancellation and changes. The Rules and Restrictions of Suppliers of air transport services are made available prior to making a booking and the specific terms of the relevant Supplier can be reviewed here.

Any money paid to an authorised agent (for the purpose of the Air Travel Organisers Licensing Regulations 2012) of Expedia in respect of a Flight-Plus or a Expedia flight-inclusive Package Holiday is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent's obligation to pay it to Expedia for so long as Expedia do not fail financially. If Expedia do fail financially, any money held at that time by the agent or subsequently accepted from the Customer by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to Expedia.

If Expedia receives payment on behalf of the Supplier from the Customer for a booking of air transport services, Expedia acts as agent of the Supplier of the relevant air transport services. This means the Customer's contract for the air transport services is between the customer and the Supplier of the relevant air transport services. The Rules and Restrictions of Suppliers of air transport services can be re-viewed here.

Prices and fees for some low-cost flights originating outside of the UK may be in another currency (e.g. EUR), which we will provide an estimate for in GBP. The actual amount charged by the low-cost carrier may slightly differ due to varying exchange rates applied by different card issuers. In addition, your statement may include a non-sterling transaction fee charged by your card issuer to process the

transaction. Expedia is not associated with these additional fees and will not be held liable for any fees relating to varying exchange rates and card issuer fees.

EU Community list

In accordance with EU regulations, details of air carriers that are subject to an operating ban within the European Community is available at http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm.

3.1.1. Air transport terms and conditions

The Customer is responsible for complying with the instructions of the airline and/or tour operator, in particular with respect to flight check-in times. In particular, the Customer acknowledges and agrees that:

- Expedia, has no control over the allocation of seats on any air transport, even if pre-booked with the airline, and does not guarantee that specific seats will be available on departure.
- Expedia, has no control over any indications of the hours spent flying which are provided by the Supplier of the relevant air transport and are given for guidance only and are subject to alteration and confirmation.
- It is the Customer's responsibility to confirm his / her return flight in accordance with the requirements of the Supplier of the relevant air transport.
- If Customer books a return journey and does not use the outward flight, the airline may cancel the return flight without refund. This also applies if the return flight is not taken and insofar as the travel is not taken at all. The Customer must use flight coupons in sequence.
- In the case of special or charter flights, the name of the airline, the flight schedule, the aircraft type, the itinerary and possible intermediate stops are only given as an indication of the outward and return flights in the trip. In accordance with a Supplier's Rules and Restrictions, these flights, aircraft types and flight numbers can be subject to change, and can be moved by up to 24 hours, even after confirmation.
- Additional charges may be imposed by some airlines for meals, luggage, preferred seat selection, etc. Expedia is not responsible for such charges and information on charges shown on the Website are for information only and may be amended by airlines at any time.
- The Customer must comply with all air transport Supplier's Rules and Restrictions on the carriage of pregnant women.
- The Customer must comply with the air transport Supplier's Rules and Restrictions on the carriage of children and in particular that children older than 2 years on the return date must have a return ticket at a child fare for both the outbound and inbound flights. Customers who do not comply with this will not be eligible for a refund of any seat charges incurred during travel. Children under 2 years will not be allocated their own seat in the aircraft, unless a child fare has been booked for them. Unaccompanied children under 14 will only be carried in accordance with the air transport Supplier's Rules and Restrictions.

The Rules and Restrictions of Suppliers of air transport services are made available prior to making a booking and can be re-viewed [here](#)

For further guidance on preparing for a flight please refer to Expedia's online Customer Support resources [here](#)

3.1.2 Combined one-way tickets

Expedia, Inc. may offer Customers the opportunity to book a combination of two one-way tickets instead of a roundtrip ticket. Combined one-way tickets may provide a greater choice of flights, are often cheaper and can be combined on the same airline or on different airlines.

Unlike roundtrip tickets, each one-way ticket is subject to its own rules, restrictions, and fees. If one of these flights is affected by an airline change (e.g. cancellation or rescheduling) that causes a

Customer to make changes to the other flight, the Customer will be responsible for any fees incurred for making changes to the unaffected flight.

3.1.3. Administrative and / or health regulations

International Travel: you are responsible for ensuring that you meet foreign entry requirements and that your travel documents, such as passports and visas (transit, business, tourist, and otherwise), are in order and any other foreign entry requirements are met. Expedia has no special knowledge regarding foreign entry requirements or travel documents. We urge customers to review travel prohibitions, warnings, announcements, and advisories issued by the relevant governments prior to booking travel to international destinations.

Health: Recommended inoculations for travel may change and you should consult your doctor for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip. Online medical advice for travellers can be found at the Department of Health's website currently located at <http://www.doh.gov.uk>. Otherwise, for medical advice regarding your journey, please contact your doctor.

Disinsection: Although not common, most countries reserve the right to disinsect aircraft if there is a perceived threat to public health, agriculture or environment. The World Health Organization and the International Civil Aviation Organization have approved the following disinsection procedures: (1) spray the aircraft cabin with an aerosolized insecticide while passengers are on board or (2) treat the aircraft's interior surfaces with a residual insecticide while passengers are not on board. For more information, see the UK Civil Aviation Authority website:

For UK citizens a valid 10-year passport is necessary for all holidays offered on the Website. Some overseas countries have an immigration requirement that a Customer's passport is valid for a minimum period after the Customer enters that country, typically 6 months. If a Customer's passport is in its final year of validity, the Customer is advised to confirm the requirements of the destination before making final travel plans. The name on the passport must match the name on the ticket, otherwise the Customer may not be able to travel and insurance may be invalid. If, after booking a holiday but before travelling, any member of the Customer's party changes their name, e.g. as a result of getting married, Customer must notify Customer Services by calling 0330 123 1235

British citizens are advised to consult the Identity and Passport Service for additional information on passport requirements. For information on visa requirements, Customers are advised to contact the embassy of the country they propose to visit. Non-British citizens are advised to consult their embassy or passport office for information and advice on visa and passport requirements required for the countries they propose to visit (and for return to United Kingdom).

Please note: It can often take some time to obtain a visa, so Customers are advised to apply in plenty of time. Requirements may change and you should check for up-to-date information before booking and departure. We accept no liability if you are refused entry onto a flight or into any country due to your failure to carry the correct and adequate passport, visa, or other travel documents required by any airline, authority, or country, including countries you may just be transiting through. This includes all stops made by the aircraft, even if you do not leave the aircraft or airport.

Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations may involve greater risk than others. Expedia, Inc. urges passengers to review any travel prohibitions, warnings, announcements and advisories issued by The Foreign and Commonwealth Office Travel Advice Unit prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found from the following sources:

1. <http://www.fco.gov.uk/en/travelling-and-living-overseas/>
2. Foreign and Commonwealth Office Travel Advice Service on 0845 850 2829 (24hrs, 7 days a week) (BT - 4p per min. Other networks vary)

3. TravelAdvicePublicEnquiries@fco.gov.uk

BY OFFERING TRAVEL PRODUCTS IN PARTICULAR INTERNATIONAL DESTINATIONS, EXPEDIA DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH AREAS IS ADVISABLE OR WITHOUT RISK.

All travellers wishing to enter or transit through the USA under the Visa Waiver Program (VWP) must apply for authorisation to travel using the Electronic System for Travel Authorisation (ESTA). Please allow sufficient time when making an ESTA application. It is recommended that such an application is made at least 72 hours before departure. For further information please visit the US Department of Homeland Security's website at <https://esta.cbp.dhs.gov>

A number of governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft. The data will be collected either at the airport when a Customer checks in or in some circumstances when the Customer makes his/her booking. Accordingly, the Customer is advised to allow extra time to check in for his/her flight.

3.1.4. Special fares

The flight routes offered may include special fares which offer the best price, but do not necessarily 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 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 the booking process and are clearly identified both on the Website and on a Customer's email confirmation.

Many, but not all, airlines provide special fares for children under 2 years and for pensioners. These discounts depend on the airline, the flight concerned, the availability of seats and the passenger's age.

Airmiles and vouchers from loyalty Programs may not be used when booking flights through the Website.

If the Customer has benefited from a discount, the associated special fares will be shown during the booking process before he / she confirms the reservation.

3.1.5. Liability

The Customer is reminded that an airlines' liability for death, personal injury and other damages is normally limited by national law, by an international air transport treaty, or by the airline's own Rules and Restrictions including their conditions of carriage.

3.1.6. Electronic ticket

An electronic ticket is a ticket with no physical form. When using this type of ticket, the Customer must go to the check-in desk of the airline concerned and show a valid travel document (passport, visa, identity card, etc.) in order to obtain his / her boarding card. The Customer must strictly observe the times for checking in.

3.1.7. No replacement passengers

Replacement passengers for flights may not be put forward.

3.1.8. Operating airlines

Customers are advised that in some cases flights booked with one airline may be operated by another airline – details of the operating airline, where different, are indicated on the Website. The operating airline will charge the Customer for the flight and will appear as the merchant on the Customer's credit

card or bank statement. Payment may also be charged by other Suppliers for the Services booked however the total amount charged will not exceed the total price of the Services.

3.1.9. Denied Boarding Compensation

If an airline cancels or delays a flight, is unable to provide previously confirmed space, fails to stop at a Customer's stop-over or destination point, or causes a Customer to miss a connecting flight on which a Customer holds a reservation, the Customer may be entitled to certain remedies from the airline.

3.2. Accommodation Services

Accommodation may be offered separately or as part of a package holiday or Flight-Plus. The Services are subject to the Rules and Restrictions of the Suppliers offering the accommodation which will be made available before booking. The Rules and Restrictions may include restrictions on and/or charges for cancellation and/or changes imposed by the Suppliers.

Subject to section 3.2.6 and 3.2.7., any pre-paid "pay online now" hotel bookings and Expedia Unpublished Rate hotel bookings will require that a Customer's credit card is charged for the full payment upon reservation. Other hotel bookings will require bank card or credit card details to secure the reservation and final payment will be settled directly with the hotel during the stay. Please refer to the details shown during the reservation process to confirm how and when payment will be made. Prices shown on the Website do not include any fees or charges for optional supplements, including minibar snacks or telephone calls.

If a Customer does not show for the first night of the reservation and plans to check-in for subsequent nights in the reservation, the Customer must confirm the reservation changes with Expedia no later than the original date of check-in to prevent cancellation of the whole reservation. If the Customer does not confirm the reservation changes with Expedia the whole reservation may be cancelled and refunds will only be due to the Customer in line with the Rules and Restrictions of the applicable Supplier as notified in the booking process.

Any Customer who does not cancel or change their reservation before the cancellation policy period applicable to the hotel which varies by hotel (usually 24 to 72 hours) prior to the date of arrival will be subject to the charges shown in the Rules and Restrictions for the hotel reservation. Customers should note that some hotels do not permit changes to or cancellations of reservations after they are made and these restrictions are shown in the Rules and Restrictions for the hotel reservation.

You may not book more than 8 rooms online for the same hotel/stay dates. If we determine that you have booked more than 8 rooms in total in separate reservations, we may cancel your reservations, and charge you a cancellation fee, if applicable. If you paid a non-refundable deposit, your deposit will be forfeited. If you wish to book 9 or more rooms, you must complete the group travel form online. One of our group travel specialists will research your request and contact you to complete your reservation. You may be asked to sign a written contract and/or pay a non-refundable deposit if required by the hotel.

3.2.1. Use of rooms

The Customer is reminded that, in general, rooms are only available from 14:00 and have to be vacated by 12:00, irrespective of the time of arrival or departure or the means of transport used.

Single rooms generally have one bed and a supplement is often payable for these rooms. Double rooms usually have either two single beds or one double bed.

3.2.2. Classification

The indication of the comfort level given to hotels in the descriptions on the Website corresponds to a classification based on local standards in that country, which can differ from standards in United Kingdom. This classification is provided only as an indication. Customers should be aware that

standards can vary between hotels of the same class in different countries, and even in the same country. It is important to read carefully the individual hotel descriptions. Accommodation in all hotels, whatever the rating, is in standard rooms unless otherwise stated.

1 star: These have the lowest prices. The accommodation meets the minimum requirements for facilities and is in general clean and simple. Bathroom facilities are typically shared.

2 stars: Simple accommodation with a little more attention to style and ambiance, yet still for a low price. The facilities and the service are limited. A certain number of public rooms, a shop or, for example, a café could be included.

3 stars: For the traveller who wants a little more and appreciates service, quality, style and comfort. Also recommended for families. There typically is a restaurant serving breakfast at least and sometimes lunch and/or dinner too. Conference rooms and sometimes other facilities, such as a swimming pool or services for business travellers may be available.

4 stars: First-class accommodation for the more demanding guest. Attention has been paid to luxury, hospitality and service. A top-quality restaurant and a wealth of facilities can be expected at these reliable hotels. First-class accommodation for business travellers.

5 stars: Top-class accommodation that meets the highest requirements. These hotels offer impeccable personal service, tasteful and elegant facilities and all possible comfort. The best hotels in the world.

It is possible that, from time to time, for reasons (for example a hotel is overbooked due to connectivity issues with the hotel) for reasons of force majeure (for example a hotel is closed due to a hurricane) a hotel booking is cancelled or amended. Should such events occur, Expedia will make all reasonable efforts to notify the Customer of this as soon as possible and where possible will offer alternative accommodation in a hotel in at least the same star classification with similar services. If this offer is not taken by the Customer, Expedia will ensure that all monies paid in respect of the hotel booking are refunded. If appropriate, for example where a technical issue on the part of Expedia has caused a booking to be cancelled or amended and such cancellation or amendment directly causes loss to the Customer, Expedia will also pay reasonable compensation to the Customer.

3.2.3. Activities

It is possible that, from time to time particular activities offered by the Suppliers that are shown in the description of the accommodation on the Website are cancelled, for example as a result of weather conditions or other reasons beyond the Supplier's reasonable control, during out-of-season stays, or if the required number of participants for the activity is not achieved.

Where sightseeing is concerned, the sequence of the various tourist attractions is shown only as an indication. This can be changed by the Suppliers.

3.2.4. Meals

If meals are part of an accommodation package, the number of meals depends on the number of overnight stays. Full board normally includes breakfast, lunch and dinner. Half board normally includes breakfast and either lunch or dinner, depending on the package. Accommodation which includes main meals generally commence with dinner on the day of arrival at the hotel and terminate with breakfast (on half board) or lunch (on full board) on the day of departure. If one or more meals cannot be taken, no refunds will be made.

The Customer is reminded that, unless specified otherwise on the Website, drinks are not included with meals. If drinking water is not available, the Customer will bear the cost of buying it himself / herself.

Parents are advised to bring special food for their baby with them, as this is not always available locally.

3.2.5. Taxes

The local authorities in certain countries may impose additional taxes (tourist tax, etc), which generally have to be paid locally. The Customer is exclusively responsible for paying such additional taxes. The amount of taxes can change between booking and stay dates. In the event that taxes have increased as at your stay date, you will be liable to pay taxes at the new higher rate.

3.2.6. Expedia Unpublished Rate/Secret Saver hotels

When available, Expedia Inc.'s subsidiary, Hotwire, Inc., may offer additional, discounted hotel booking options on the Website. These hotels, called Expedia Unpublished Rate or "Secret Saver" hotels, are different from other hotels offered on the Website in several important ways. The name and exact address of the hotel are not shown until after payment has been made for the booking. All bookings are final and cannot be changed, refunded, exchanged, cancelled, or transferred to another party. Customer's credit card will be charged for the amount shown even if they do not use the booking. Room type will be determined by the hotel based on the number of guests provided at time of booking. All reservations are booked for stays in non-smoking rooms (subject to availability). Hotel room assignments are determined at check-in and upgrades are not available. The maximum number of Expedia Secret Saver rooms that can be booked at one time is six. All Expedia Unpublished Rate rooms will be booked under the same name, and the guest under whose name the reservation is made must be present at check-in. Expedia Unpublished Rate hotels are not eligible for hotel reward or club programs. Upon check-in, guests must present a valid ID and credit card in their name (the amount of available credit required will vary by hotel). Debit cards may not be accepted.

3.2.7 PAY NOW ONLINE OR PAY LATER AT HOTEL:

With hotels, the Customer may be presented with the payment option to "pay online now" or "pay at hotel later". If the Customer selects the "pay online now" option, Expedia will charge the amount to their credit card in British pounds sterling immediately. If the Customer selects "pay later at hotel", the hotel will charge the Customer's credit card in the local currency of the relevant hotel at the time of the Customer's stay. In addition to any other taxes and fees payable by the Customer as set out in these General Terms and Conditions, taxes and fees may vary depending on which payment option the Customer chooses. Please note that some hotels may require a deposit which may or may not be refundable (please see Suppliers Rules and Restrictions). Tax rates and foreign exchange rates could change in the time between booking and stay. Your credit card provider may also charge a foreign currency conversion fee. Expedia vouchers may only be applied to "pay online now" bookings.

3.3. Car hire

Car hire services are offered separately or as part of a package holiday or Flight-Plus (see 3.7). These Services are subject to the Rules and Restrictions of the respective Supplier (car hire company).

3.3.1. Method of payment

The Customer making the booking must present a valid card in her/his name upon pick up. Debit cards are not accepted and the Customer must check which credit cards are accepted by the Supplier.

The Supplier may submit an authorisation request to the credit card company during the period of car hire by way of a deposit held by the Supplier. The Customer must therefore contact his / her credit card company to ensure the payment card limit is suitable for this purpose. Some larger car types require two credit cards.

If the Customer does not comply with the terms set out in this section 3.3.1, the Supplier may not make the vehicle available and the full price of car hire will be charged.

3.3.2. Supplements

Additional charges may be payable locally such as refuelling, additional driver charges and young driver surcharge. The Customer acknowledges that in no event shall Expedia, Inc. and/or Suppliers including Expedia Travel be liable for such additional charges as detailed or otherwise.

An excess amount may be applicable in the event of theft or damage to the hire car. This will vary depending on the Supplier and country of rental. Purchase of an optional additional coverage locally (called super CDW or super TP) will remove/reduce the excess applicable. The Customer acknowledges that in no event shall Expedia, Inc. and/or Suppliers including Expedia Travel be liable for such excess or provision of additional coverage as detailed or otherwise.

Petrol is not usually included in the hire tariff. For the hire of vehicles in certain countries, certain Suppliers automatically add charges for filling the fuel tank when the vehicle is returned. In addition, certain Suppliers charge a supplement if snow tyres are used.

Unless agreed otherwise, the Customer must return the vehicle to the branch of the Supplier from which it was collected. If the Customer does not comply with this, the Suppliers may charge an additional surcharge.

Special equipment, such as child seats, can be requested, and will be payable directly to the Supplier upon pick up (if available).

3.3.3. Collection/use of the vehicle

Drivers must usually be aged between 21 and 75 although this can vary between Suppliers and from country to country. It is the Customer's responsibility to check this with the Supplier. Additional charges may also apply if any driver is aged below 25 or over 70.

All drivers must present a full valid driving licence in their name for the category of vehicle rented when taking delivery of the hire car. International rentals may have different driving licence requirements. An international driving licence is required if the drivers' licence is not in the roman alphabet. Additional documentation such as a passport or up to two forms of proof of name and address may also be required. Customers should check the Rules and Restrictions of the Supplier offering the car-hire for details of all applicable criteria for booking car-hire.

The Customer is reminded that some Suppliers do not permit the rented vehicle to be used outside the country in which it has been rented.

3.3.4. Cancellation of bookings/unused rental days

No refunds will be offered on bookings cancelled within 6 hours to pick up time or any unused rental days.

3.4. Rail transport services

Rail transport services are only offered separately and not as part of a package. Rail transport services are subject to the Rules and Restrictions (including conditions of carriage, fare rules and restrictions) of the Supplier. The Rules and Restrictions may include restrictions on and/or charges for cancellation and changes. The Rules and Restrictions of Suppliers of rail transport services are made available prior to making a booking, and the train operating companies' terms and conditions can be found on their websites as listed here and the National Rail Conditions of Travel can be found here. In the case of the booking of rail tickets, these terms and conditions and the customer's booking are also subject to the specific terms of Expedia's rail booking service supplier, SilverRail, which can be found here.

Expedia acts merely as an intermediary for a booking of rail transport services. This means the Customer's contract for the rail transport services is between the customer and the Supplier of the relevant rail transport service, and that Expedia is not responsible for any delays, cancellations or disruptions to your rail transport service.

3.4.1. Rail transport services terms and conditions

The Customer is responsible for complying with the instructions of the Suppliers of rail transport services, in particular with respect to train times. In particular, the Customer acknowledges and agrees that:

- Expedia has no control over the allocation of seats on any rail journey, even if pre-booked, and does not guarantee that any specific seats will be available on a journey.
- Expedia has no control over any indication of the journey times which are provided by the Supplier of the relevant rail transport service and are given for guidance only and are subject to alteration and confirmation.
- The Customer must comply with the Supplier's Rules and Restrictions on the carriage of children. Unaccompanied children will travel subject to the rules of the relevant train operating company and it is the Customer's responsibility to check the relevant train operating company's policies.
- The Customer making the booking must be at least 18 years old.
- If the Customer cannot produce a valid ticket for their journey together with any relevant railcard, photo card or other required form of personal identification when requested by the staff of a train operating company, they will have to pay the appropriate fare on the train or have to pay a penalty fare or be reported for prosecution.
- A train ticket may only be used by the Customer who bought the ticket, or by the person on whose behalf the Customer bought the ticket.
- Although Expedia will provide information about disruption to a journey (such as line closures and bus replacement services) prior to the Customer's booking to the extent that such information is made available to Expedia by the relevant Supplier, the Customer should check with the Supplier whether there are any planned or unplanned disruptions prior to making a booking and commencing their journey.

The Rules and Restrictions of Suppliers of rail transport services are made available prior to making a booking, and the train operating companies' terms and conditions can be found on their websites as listed here and the National Rail Conditions of Travel can be found here. In the case of the booking of rail tickets, these terms and conditions and the customer's booking are also subject to the specific terms of Expedia's rail booking service supplier, SilverRail, which can be found here.

3.4.2. Combined one-way tickets

Expedia may offer Customers the opportunity to book a combination of two single tickets instead of a return ticket. Combined single tickets may provide a greater choice of journeys, are often cheaper and can be combined with tickets from the same train operator or different train operators.

Unlike return tickets, each single ticket is subject to its own rules, restrictions, and fees. If one of these journeys is affected by a change (e.g. cancellation or rescheduling) that causes a Customer to make changes to the tickets for other parts of their journey, the Customer will be responsible for any fees incurred for making changes to the unaffected journey.

3.4.3. Special fares

The journey routes offered may include special fares which offer the lowest price, but do not necessarily take the most direct route. Some itineraries require a change of train or station en-route and some itineraries require part of a journey to be taken via other modes of transport such as the London Underground, bus or taxi - bookings and tickets for which are not available through the Website and are the responsibility of the Customer. A journey that is described as direct is one where there is no need to change train or station during the journey, however, stops may be made en-route at stations to let passengers on and/or off. Details of any changes will be given during the booking process and are clearly identified both on the Website and as part of a Customer's email confirmation of their booking.

In the UK most, but not all, tickets for children under 16 years and for pensioners with a railcard are eligible for a discount. These discounts depend on the train operating company, the journey concerned, the availability of seats and the passenger's age.

Children under five years of age may travel free of charge with a passenger holding a ticket.

If the Customer has benefited from a discount, the associated special fares will be shown during the booking process before he / she confirms the reservation.

3.4.4. Liability

The liability of Suppliers' of rail transport services or rail booking services is normally limited by national law, EU legislation or by their own Rules and Restrictions or terms and conditions.

The Liability Disclaimer sections of Expedia's booking service supplier, SilverRail, and conditions 42(c) & 50 of the National Rail Conditions of Travel, contain specific provisions in relation to liability limitations. We advise that you read these provisions. The specific terms of Expedia's booking service supplier, SilverRail, can be found [here](#) and the National Rail Conditions of Travel can be found [here](#).

3.4.5. Prices and Fees

Prices are shown in GBP. Expedia's booking service supplier, SilverRail, will charge the Customer for the train ticket and "SilverRail-Expedia" will appear on the Customer's credit card or bank statement. The amenities page on the rail Website specifies the amenities that may be included in the price or that may be available but subject to an additional charge.

Any Expedia booking fee and the rail Suppliers' payment processing and ticket delivery fees, which are identified to the Customer during the booking process, are non-refundable.

3.4.6. Refunds

In the UK where a customer cancels their train ticket or they choose not to use a ticket to make all or part of their journey, they may be entitled to a refund (less any booking fees, ticket delivery fees, payment processing charges and an administrative charge of up to £10 per ticket per person – noting that one journey may be comprised of 1 or more tickets).

Please note that some tickets are not refundable, such as advance fares.

If the train ticket that a Customer has purchased can be cancelled, they will need to comply with the process for cancellation notified to the Customer. A refund may take between 5 to 7 business days where the tickets have not been printed (but may take longer depending on your bank), and up to 9 weeks where the tickets have already been printed. The Customer is responsible for the cost of returning any printed train tickets for cancellation or refund, and they must return the tickets no more than 28 days after its expiry..

Where Expedia has reason to believe that fraud is involved it will not be obliged to process a change, cancellation or refund that a Customer requests.

For rail, cancellations or changes can be made online by clicking on "Manage Trips" and then "Itineraries" or by calling 0330 123 1235.

3.4.7. Refund and Compensation for Delays or Cancellations

In the UK where the Customer experiences delays or cancellations to their rail travel the Customer may be entitled to a refund or compensation.

Compensation is paid in accordance with the National Rail Conditions of Travel and the compensation arrangements of the train operating company that the Customer travelled on, and further information can be found on the National Rail Enquiries website [here](#).

To claim a refund (less any booking fees, ticket delivery fees and payment processing charges) in the case of delay or cancellation, the Customer should cancel their ticket online by clicking on "Manage Trips" and then "Itineraries" or by calling 0330 123 1235. In this case a claim for a refund must be made within 28 days of the expiry of the ticket.

3.4.8. Luggage, animals and cycles

The carriage of luggage, animals and cycles is subject to the Rules and Restrictions of the Supplier. In the UK a Customer will usually be permitted a single item of hand luggage and 2 items of larger luggage, with any additional or larger items being subject to an additional charge. UK train operating companies generally permit cycles to be conveyed in the train with exception of certain routes, times of day and/or days of the week, and some domestic animals may be permitted to travel with Customers. Further information on the carriage of cycles can be found on the National Rail Enquiries website [here](#) and further information on the carriage of luggage and animals can be found on the National Rail Enquiries website [here](#).

3.4.9. Accessibility

In the UK if a Customer is disabled or has reduced mobility and they require assistance with their rail journey then they should contact the train operating company on which they will be travelling at least 24 hours before they are due to travel to request such assistance, and further information can be found on the National Rail Enquiries website [here](#).

3.5. Destination Services

Destination Services may be offered separately or as part of a package holiday. These Services are subject to the Rules and Restrictions of the Suppliers offering the local activities and are not usually transferable, nor eligible for refunds or changes (unless cancelled by the Supplier).

3.5.1. Activities

It is possible that, occasionally, Services offered by the Suppliers that are shown in the description on the Website are cancelled for reasons such as weather conditions, or other reasons beyond the reasonable control of the Supplier, out-of-season stays, or if the required number of participants for the activity is not achieved. Customers are referred to the applicable Supplier's Rules and Restrictions in relation to refunds in such circumstances.

3.6. Package holidays

Package holidays are provided by Suppliers such as Expedia Travel and are subject to the Rules and Restrictions of the providers of the holidays. Customers must read these Rules and Restrictions before booking.

A package holiday is a trip, for a single price, with a stay of longer than 24 hours (or including an overnight stay), in which at least two of the following three elements are offered.

- transport; - accommodation; - a tourist service that does not form part of the transport or accommodation, but is a significant part of the total price. The sale of package holidays is governed by the Package Travel, Package Holidays and Package Tours Regulations 1992. These provisions are supplemented by the following conditions.

3.6.1. Reservations

Acceptance by the Supplier of reservations made by the Customer will depend on availability of the package holidays. Suppliers do not have to give reasons for refusing to accept a reservation.

Acceptance by the Supplier is formalised by sending a confirmation of reservation by e-mail within 24 hours of a booking being placed by the Customer. No amount will be charged to the Customer until the time of confirmation by the Supplier(s) of the availability of the service.

3.6.2. Prices

The trip descriptions on the Website specify the Services included in the price for each trip. Prices are shown in GBP.

The Customer should be aware that the local authorities in certain countries can impose additional taxes (tourist tax, etc), which have to be paid locally. The Customer is exclusively responsible for paying such additional taxes.

Unless expressly stated otherwise, prices do not include insurance, airline services, excess baggage charges, transport from the airport to the accommodation, visa and vaccination charges or any personal expenses (laundry, telephone, drinks, room service, tips, etc.), nor excursions or the use of sports facilities, nor any more general costs that are not expressly included in the confirmation of reservation.

The prices shown on the Website and Expedia Mobile Application can be changed at any time without prior notice. Such changes do not apply to reservations already accepted, unless the changes were made more than 30 days before the intended departure date as a result of fluctuations in transportation costs, fuel costs, dues, taxes, fees such as landing taxes or embarkation/disembarkation fees at ports/airports and exchange rates. Supplier will absorb - and the Customer will not be charged for - any increase equivalent to 2% of the price of the total travel arrangements, excluding insurance premiums. The Customer will be charged for the amount over and above this. If this means the Customer has to pay an increase of more than 10% of the price of the total travel arrangements, the Customer will have the option of accepting an alternative holiday if Supplier is able to offer one (if this is of equivalent or higher quality the Customer will not have to pay more but if it is of lower quality the difference in price will be refunded), or cancelling and receiving a full refund of monies paid.

If Expedia, Inc. and/or Supplier becomes aware of or is notified of any fraud or illegal activity associated with the payment for the booking, the booking will be cancelled and the Customer shall be liable for all the expenses arising from such cancellation, without prejudice to any action that might be taken against him / her.

3.6.3. Cancellation and change by the Customer

3.6.3.1 Cancellation

Requests by the Customer for cancelling or changing a trip must be submitted by telephone by calling 0330 123 1235 (Calls to this number cost the same as calls to local rate numbers) or online by accessing Itineraries section of the Website. Such requests will be dealt with on behalf of the Suppliers concerned.

In the event of cancellation of the package holiday booking by the Customer, Expedia, Inc. and Supplier can require compensation to cover the costs of the travel arrangements already made. In addition to this, a standard cancellation charge may be made by the Suppliers of each element of the package holiday in respect of each cancellation. Where a cancellation affects more than one person on the booking a cancellation charge will be applied in respect of each person on the booking.

If the Customer does not present himself / herself at the departure of the trip and/or fails to use some or all of the Services booked, refunds will only be awarded to the Customer in line with the Rules and Restrictions of the applicable Suppliers as notified in the booking process. The Rules and Restrictions

of Suppliers of air transport services are made available prior to making a booking and can be reviewed here. Specific Accommodation Supplier Rules and Restrictions are provided prior to making a booking.

3.6.3.2 Effects of Cancellation

Please note that packages are subject to the Rules and Restrictions of the Supplier and separate cancellation charges imposed by the Supplier may apply.

3.6.3.3 Change of booking

If after making the booking a Customer wants to change the trip with respect to the date of travel, the destination, the place where the trip starts, the accommodation or the means of transport, the Customer should call 0330 123 1235 or access the Itineraries section of the Website. A fee may be imposed by the applicable Suppliers in the event of a change to a booking – please refer to the Rules and Restrictions notified in the booking process for more details.

3.6.3.4 Replacement of Participant

A registered participant in a trip can be replaced by a third party if Expedia is informed of this at least 15 days before the start of a trip. However, Expedia can object to the change of traveller if the traveller does not comply with the Supplier's Rules and Restrictions or their participation is in conflict with legal regulations. If a replacement person enters into the contract, then the Customer, together with that replacement person, are jointly and severally responsible for the cost of the trip and any additional costs (including administration fee) arising from the inclusion of the third party and including any cost to Expedia for making the change.

3.6.4 Cancellation and change by Expedia Travel

3.6.4.1 General

Expedia Travel will inform Customers immediately of changes or differences to their travel arrangements. Changes or differences to the travel contract that become necessary after the contract has been concluded and are not brought about by Expedia Travel in bad faith are permitted insofar as the changes or differences are not significant and they do not affect the overall character of the trip booked. Flight time information cannot be considered binding. The same rights apply to the altered arrangements as applied in respect of the original arrangements.

3.6.4.2 Price Changes

If the time between booking and the agreed date of travel is greater than 30 days, Expedia Travel retains the right to change the prices agreed at the time of booking to reflect increases or decreases in transport costs (including fuel costs); payments for dues, taxes, fees such as landing taxes or embarkation or disembarkation fees at ports/airports; and change to the applicable exchange rates if the increase or decrease per person or per seat has an effect on the cost of the trip. Expedia Travel will absorb - and Customers will not be charged for - any increase of up to 2% of the price of the total travel arrangements, excluding insurance premiums and any amendment charges. Customers will be charged for the amount over and above this. If this means the Customer has to pay an increase of more than 10% of the price of the travel arrangements, the Customer will have the option of accepting an alternative holiday if Expedia Travel are able to offer one (if this is of equivalent or superior quality the Customer will not have to pay more but if it is of lower quality the difference in price will be refunded), or cancelling and receiving a full refund of monies paid. Should the price of the holiday decrease by more than 2% of the holiday cost due to the changes mentioned above the Customer will receive any refund due.

There will be no price changes within 30 days of the date of travel.

3.6.4.3 Significant changes

In the case of a significant change to their trip, Customers have the right to cancel the travel contract and receive a refund of all monies paid, to take a replacement package of equivalent or superior quality at no additional cost to them (if Expedia Travel are able to offer them such a trip) or to take a replacement package of lower quality (again if Expedia Travel are able to offer them such a trip) in which case Expedia Travel will refund Customers the difference between the cost of their original package and their replacement package. Customers must exercise their rights as detailed in section 3.6.4.2 and 3.6.4.3 as soon as possible after Expedia Travel have informed them of a price increase or other significant change to their trip.

In the event that a significant change occurs, Expedia Travel will pay the Customer compensation as shown in the compensation table below, unless the change is as a result of situations outside Expedia Travel's control which neither Expedia and/or the Suppliers could foresee or forestall even with all due care. Expedia Travel considers the following to be examples of significant changes to the Customer's holiday and will pay compensation dependant on the time before their departure that Expedia Travel notifies the Customer about the change:

- Change of accommodation to a hotel in the same area;
- Change of flight departure time by more than 12 hours;
- Change of departure airport to an airport in a different city;
- Change in the length of the holiday;
- Change of departure date
- Price increase of more than 10%.

In the event of more than one significant change to the Customer's holiday Expedia Travel will only pay compensation in respect of a single change per full fare paying adult.

Compensation Table

Time before departure date (days) Compensation (£)

60+	0
60-42	10
41-28	20
27-15	30
14-0	50

3.6.5 Changes by Expedia Travel: during travel

If, after the Customers' departure, a significant part of their pre-booked holiday arrangements cannot be provided, Customers will be offered a suitable alternative if possible at no additional cost to them. If it is not possible to offer Customers a suitable alternative or Customers do not accept the alternative arrangements for good reason, Expedia Travel will return Customers to the place of their departure or to another location to which they agree. If appropriate, Expedia Travel will also pay compensation to Customers. The amount of compensation will be reasonable, taking account all the circumstances.

3.6.6 Supplier Rules and Restrictions

Expedia Travel works with Suppliers of travel products such as airlines and hotels, but does not control these Suppliers. The Services are subject to the Rules and Restrictions of the Suppliers offering the travel products. The Rules and Restrictions of Suppliers of air transport services and accommodation services are made available prior to making a booking.

3.6.7 Events beyond the parties' reasonable control

If an unforeseen event which could not have been avoided if all due care had been exercised impedes implementation of the trip to a major extent, endangers it or interferes with it, then either party can terminate the contract. Where Expedia Travel is the party affected by such an event, Expedia Travel will provide Customers with prompt assistance and take the necessary measures to bring Customers

back to the place where their package started. Any additional costs of the return transport will be covered by Expedia Travel. Where Customers are the party affected by such an event, Expedia Travel will not be obliged to refund them any sum for services which have not yet been performed. Customers will also be responsible for paying any additional costs associated with getting back to the place where their package began.

3.6.8 Issues During Travel

3.6.8.1 Redress and obligation to co-operate

If the trip is not implemented in accordance with the contract, the Customer can ask for redress during the trip. The Customer's co-operation is requested here. Customers should do everything reasonable to resolve the fault. Customers should avoid damage where possible, or at least try to limit it as far as possible. Customers should report deficiencies in the trip. If the trip documents do not refer to a local representative, please contact Expedia Travel directly to report any problems. Quote in any case the trip number, the destination and the dates of travel.

Customer Service tel: 0330 123 1235 e-mail: travel@support.expedia.co.uk

Lines open: daily from 08.00 - 22.00

Expedia Travel, or any relevant local representative, will use prompt efforts to find appropriate solutions to any reported problems.

Except as provided in the Package Travel, Package Holidays and Package Tours Regulations 1992, Expedia Travel will not be responsible for any issues arising as a result of circumstances that cannot be attributed to Expedia Travel.

3.6.9 Expedia Travel's Liability

- Own performance. As a careful business, Expedia Travel is responsible for:
 - preparation of the trip;
 - careful selection and monitoring of Suppliers;
 - accuracy of description of travel offerings displayed on the Website (insofar as Expedia Travel have not reported a change in the specifications before concluding the contract or where such changes are agreed with the Customer after the contract is concluded. Expedia Travel is not responsible for information not published by us, including information published in local, hotel or other brochures;
 - implementation of the travel contract.
- Work for and by third parties. Unless required by The Package Travel, Package Holidays and Package Tours Regulations 1992 or other mandatory legal requirements, Expedia Travel is not responsible for shortcomings in arrangements brokered by parties other than Expedia Travel.

3.6.10 Limitation of Liability

- Contractual limitation of liability. Expedia Travel does not limit its liability for (i) loss caused by its fraud or fraudulent misrepresentation (ii) loss arising from death or personal injury caused by its negligence; or (iii) any other loss that may not be excluded or limited by applicable law. Otherwise Expedia Travel shall be liable only for losses which arise directly: (a) from its breach of a legal duty of care; or (b) are a result of its breach of these General Terms and Conditions, and that liability is at all times limited to a sum equivalent to three times the cost of the relevant travel product.
- Limitation of third party liability
Claims against Expedia Travel for compensation are limited or excluded insofar as international treaties or other legal regulations that limit or exclude liability apply to the arrangements to be provided. Liability for air transport is governed by the applicable stipulations of international treaties including Warsaw, Montreal and The Hague Convention.

These treaties limit the liability of the air carriers for death or causing physical injury (in respect of non-EU airlines only) as well as for the loss of or damage to baggage. Liability in the case of carriage by ship is also governed by the relevant legal or treaty stipulations.

3.6.11 Lapsing of Liability and Limitation Complaints Period

Claims based on implementation of the trip not being in accordance with the contract should be submitted within 30 days of the contractually-scheduled end of the trip. In that case, contact travel@support.expedia.co.uk or call our service number 0330 123 1235. Claims should be made in writing, in Customer's own interest. The limitation period begins on the day on which the trip should end, based on the contract.

3.7. Flight-Plus bookings

'Flight-Plus' means a request to book a flight out of the UK, or a flight into the UK where the Customer departs from the UK by another means and then on the same day, the day before or the day after the Customer requests to book the flight, the Customer also requests to book either living accommodation or self-drive car hire through Expedia which takes place outside the UK and is supplied under or in connection with the flight (i.e. as part of the same holiday). In all cases the Services must cover a period of more than twenty four hours or include overnight living accommodation in order to be a Flight-Plus. If in connection with the flight, the Customer also books any other tourist services which are not ancillary to flight or living accommodation and which account for a significant proportion of the Flight-Plus, they will also form part of the Flight-Plus.

A Flight-Plus will also exist where on the same day, the day before or the day after the Customer has requested to book: a) a non flight-inclusive Package, the Customer requests to book a flight out of the UK, or a flight into the UK where the Customer departs from the UK by another means or : b) a flight-inclusive Package, the Customer requests to book accommodation or self-drive car hire outside the UK. (See section 3.6.) A flight which begins and ends in the UK (i.e. domestic flight) will not form part of a Flight-Plus. A Flight-Plus will cease to exist and this clause will not apply if the Customer cancels any component of the Flight-Plus; and as a consequence of that cancellation, the requirements set out above for a Flight-Plus are no longer satisfied. Where the Customer requests to book a Flight-Plus, Expedia will be a Flight-Plus Arranger in accordance with the definitions set out in Regulation 25 of The Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012.

3.7.1 Changes and Cancellations in the event of insolvency

1. The failure or insolvency of a provider will have the meaning prescribed in Regulation 23 of the Air Travel Organisers Licensing Regulations 2012.
2. If, before the Customer's intended departure on a Flight-Plus Expedia become aware that any part of the Flight-Plus will not be provided because of the insolvency of any Supplier concerned with the provision of the arrangements making up a Flight-Plus, Expedia will provide the Customer with suitable alternative arrangements at no extra cost. If it is not reasonably possible to make such arrangements, Expedia will give the Customer a full refund of all monies paid to Expedia in respect of the Flight-Plus.
3. If, after the Customer's intended departure on a Flight-Plus Expedia become aware that the flight arrangements will not be provided because of the insolvency of any Supplier concerned with the provision of the flight accommodation making up the Flight-Plus Expedia will provide the Customer with suitable alternative transport back to the place of departure or to another return point to which you have agreed.
4. If, after the Customer's intended departure on a Flight-Plus Expedia become aware that the Customer's living accommodation or self-drive car hire will not be provided because of the insolvency of any Supplier concerned with the provision of the living accommodation or self-drive car hire making up the Flight-Plus, Expedia will provide the Customer with suitable alternative living accommodation or self-drive car hire at no extra cost. If it is not reasonably possible to make such arrangements, Expedia will give the Customer a full refund of all monies paid to Expedia in respect of all unused flight accommodation, living accommodation, self-drive car hire and other tourist services forming part of the Flight-Plus.

5. Where suitable alternative arrangements are provided as set out in clauses 3.1.11 b-d above, Expedia will where appropriate, pay the Customer reasonable compensation, to include any incidental expenses reasonably incurred by you and evidenced by receipts. Compensation will not be payable if living accommodation or self drive car hire is offered by Expedia us and accepted by you with a higher price than that originally booked and is supplied in the same location as originally booked where no additional payment is made by the Customer.
6. Expedia, or the Suppliers identified on the Customer's ATOL Certificate, will provide the Customer with the Services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither Expedia nor the Supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide the Customer with the Services they have bought or a suitable alternative (at no extra cost to the Customer). The Customer agrees to accept that in those circumstances the alternative ATOL holder will perform those obligations and the Customer agrees to pay any money outstanding to be paid by the Customer under their contract to that alternative ATOL holder. However, the Customer also agrees that in some cases it will not be possible to appoint an alternative ATOL holder, in which case the Customer will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

Article 4. General

4.1. Travel Destinations

Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations may involve greater risk than others. Expedia, Inc. advises Customers to review any travel prohibitions, warnings, announcements and advisories issued by The Foreign and Commonwealth Travel Advice Unit and displayed on their website: www.fco.gov.uk/travel prior to booking travel to international destinations

By offering travel to particular international destinations, Expedia, Inc. does not represent or warrant that travel to such destinations is advisable or without risk, and is not liable for damages or losses that may occur from travel to such destinations.

4.2. Prices

The price of the Services will be as quoted on the Website from time to time, except in cases of obvious error. Prices are liable to change at any time, but changes will not affect bookings already accepted except as stated in section 3.6.2 above. Expedia may in some cases levy a booking fee in relation to some flight transactions made on the Customer's behalf. The Customer will be notified of all applicable charges at the time of booking. Despite Expedia, Inc's best efforts, some of the Services listed on the Website may be incorrectly priced. **EXPEDIA, INC. EXPRESSLY RESERVES THE RIGHT TO CORRECT ANY PRICING ERRORS ON OUR WEBSITE AND/OR ON RESERVATIONS MADE UNDER AN INCORRECT PRICE. IN SUCH EVENT, IF AVAILABLE, WE WILL OFFER YOU THE OPPORTUNITY TO KEEP YOUR RESERVATION AT THE CORRECT PRICE OR WE WILL CANCEL YOUR RESERVATION WITHOUT PENALTY.** Expedia, Inc. is under no obligation to provide Services to a Customer at an incorrect (lower) price, even after Customers have been sent confirmation of their booking.

4.3. How Our Sort Order is Determined

Travelers have many options to help them find the perfect hotel, flight, car rental or activity. The "sort" settings allow travelers to order search results to their preference, whether based on price, verified review score, or other criteria. The "filter" settings also allow travelers to include or exclude various options to suit their travel needs. If no options are selected, we will show a range of relevant options in the search results, based on the criteria outlined below:

- Lodging: Our default sort order reflects the relevance of properties to your search criteria, as we want to make sure you are able to quickly and easily find the offer that is right for you. We measure relevance by taking into account factors like a property's location, its review scores,

the popularity of the property (measured by how many travelers on our sites make bookings at that property), the quality of the content provided by the property, and the competitiveness of the property's rates and availability, all relative to other properties meeting your chosen search criteria. The compensation which a property pays us for bookings made through our sites is also a factor for the relative ranking of properties with similar offers, based on the relevance factors described above. On our non-default sorts (e.g., by price or by star rating), properties with similar results will be ordered based on the factors above.

- Flights: Our default sort order is based on lowest price. In cases where two flights have the same price, the shorter flight is listed first.
- Car Rental: Our default sort order is primarily driven by price, but we may consider other relevant factors such as popularity, customer reviews, convenience of pickup location, and car type or category.
- Rail: Our default sort order is based on departure time and then lowest price.
- Activities: Our default sort order is manually curated by Expedia's destination managers familiar with each market, taking into account such factors as price, popularity, distance from hotel options, and traveler feedback.
- Vacation Packages: When combining several different travel products into a vacation package, we use the criteria outlined above to determine the sort order for each product.

Additionally, we continually optimize our service to provide the best experience to travelers. Accordingly, we may test different default sort order algorithms from time to time.

4.4. Photographs and illustrations

Expedia, Inc. does its utmost to provide photographs and illustrations that give the Customer a depiction of the Services offered. The purpose of these photographs and illustrations is to show the Customer the level of accommodation and the degree of comfort, and they must not be considered to be making any representation that exceeds this purpose.

4.5. Insurance

The prices on the Website do not include travel insurance. The Customer is therefore advised to take out insurance that covers the consequences of certain cases of cancellation and that also provides cover for certain special risks such as the cost of repatriation in the event of an accident or illness. It is the Customer's responsibility to ensure any insurance policy taken out is adequate to cover their requirements.

The risks covered by these policies, as well as the cost and the amount of cover, are shown on the Website only for the purpose of illustration. In the event that a policy is bought, the insurer will send the policy to the Customer. Claims must be submitted directly to the insurance company in accordance with the terms and conditions of the policy.

For the sale of travel insurance Expedia Inc. is an Appointed Representative of AWP Assistance (UK) Limited trading as Allianz Global Assistance which is authorised and regulated by the Financial Conduct Authority (FCA). AWP Assistance (UK) Limited's FCA registration number is 311909. FCA authorisation can be checked on the Financial Services register at www.fsa.gov.uk/register/

The insurance contract is subject to terms and conditions, which are accessible during the booking process. Customers can contact AWP Assistance at 0871 200 0194 or email at internet.queries@allianz.com

Non-UK residents may not be eligible to take out insurance cover offered on the Website. Please check AWP's terms and conditions for details of eligibility.

4.6 Your Financial Protection

When a Customer buys an ATOL protected flight inclusive holiday package or a Flight-Plus on the Website the Customer will receive an ATOL Certificate. This lists the flight, accommodation car hire

and/or other services that are financially protected, where the Customer can get information on what this means for the Customer and who to contact if things go wrong.

Expedia has the following arrangements in place to ensure the security of money paid over by Customers and to arrange for their repatriation (where applicable) in the event of Expedia's insolvency: Flight inclusive holiday packages and Flight-Plus bookings created by Customers on the Website are protected by the Civil Aviation Authority (under ATOL number 5788). Not all Services offered by Expedia and/or other Suppliers will be protected by the ATOL Scheme. ATOL protection extends primarily to Customers who book and pay in the United Kingdom. For further information, visit the CAA website.

Any bookings which include Eurostar-inclusive package holiday bookings are insured through International Passenger Protection Limited with Lloyd's Syndicates. This insurance is only valid for Customers who book Eurostar-inclusive packages through the Website and departing from the UK. This insurance has been arranged by International Passenger Protection Limited and underwritten by Lloyd's Syndicates. For further information, visit the IPP website.

Article 5. Financial conditions and payment procedures

5.1 Local taxes and Payments

Unless specified otherwise in the Rules and Restrictions, the prices of the Services shown on the Website are expressed in GBP, excluding local taxes imposed by the authorities in some countries.

The price of Services booked on the Website or by telephone must be paid either to (i) Expedia or TPX which will accept such payments on behalf of the Suppliers, and/or (ii) directly to the Suppliers. Payment may be charged by more than one party (as will be shown on the Customer's bank or credit card statement) however the total amount charged will not exceed the total price of the Services.

The Customer shall provide the details of his/her payment card and the Supplier or Expedia, Inc. will often have to verify: (i) the validity of the payment card (through a charge of a nominal value that is either refunded within a few days or deducted from the final payment due to the Supplier) and, (ii) the availability of funds on the payment card (to be confirmed by the bank issuing the Customer's credit card).

The reservation of any pre-paid "pay online now" hotel bookings and Expedia Special Fare products and Expedia Packages for destinations within the European Union is covered by the regulations for travel agents and tour operators, as set down in Articles 306-310 of the EU Principal VAT Directive [2006/112/EC]. The Supplier Expedia Travel is located in the United States of America, as a result of which no VAT will be charged on services provided by Expedia Travel.

5.2. Tax Recovery Charge

Except as provided below with respect to tax obligations on the amounts we retain for our services, neither Expedia, Inc. nor Expedia Travel collect taxes for remittance to applicable taxing authorities. The tax recovery charges on prepaid "pay online now" hotel transactions are a recovery of the estimated transaction taxes (e.g. sales and use, occupancy, room tax, excise tax, value added tax, etc.) that Expedia Travel pays to the hotel for taxes due on the rental of the room. The hotel invoices Expedia Travel for tax amounts. The hotels are responsible for remitting applicable taxes to the applicable taxing jurisdictions. Neither Expedia, Inc. nor Expedia Travel act as co-vendors with the hotel with whom our customers book or reserve their travel arrangements. Taxability and the appropriate tax rate vary greatly by location. The actual tax amounts paid by Expedia Travel to the hotels may vary from the tax recovery charge amounts, depending upon the rates, taxability, etc. in effect at the time of the actual use of the hotel by our customers. In addition to the above, in certain jurisdictions, sales, use and/or local hotel occupancy taxes may be imposed on the amounts that Expedia Travel charges for its services. The actual tax amounts on our services, if any, may vary depending on the rates in effect at the time of your hotel stay.

For pre paid "pay on line now" bookings, the Supplier's New York State and New York City tax registration certificates and numbers are provided below.

New York State Tax Registration:

New York sales taxes and New York City occupancy taxes, where applicable, are due on your hotel room stay. For pre-paid "pay online now" hotel bookings, the Supplier's New York sales tax vendor registration number is 880392667 and its New York City hotel occupancy tax registration number is 033960. Please click here for additional information:

Please click here for additional information:

[travelscape_nys_certificate_of_authority.pdf](#)

[travelscape_nyc_certificate_of_authority.pdf](#)

Article 6. Customer Service and the handling of complaints

Queries or requests for information or complaints during a trip should be sent to travel@support.expedia.co.uk or a Customer can call on 0330 123 1235.

Complaints made post travel should be sent by email to bfscrd@support.expedia.co.uk, which will receive complaints on behalf of the Suppliers. For ease of resolution Customers are encouraged to bring their complaints within 30 days of the end of a trip.

Any hard copy complaints should be directed either to the individual Supplier providing the Service using the address provided in their Rules and Restrictions or to Expedia. Hard copies of complaints can be sent to:

Expedia, Inc.

333 108th Avenue NE,

Bellevue,

WA 98004

USA

Local UK mailing address:

Expedia Customer Relations Department

PO. Box 70720

London

EC1P1GW

(with a copy to bfscrd@support.expedia.co.uk)

Customers are encouraged to raise any issues they experience during their trip via the number above (or as soon as reasonably practicable), or to the carrier if the dispute arose during the outward or return journey, so that measures can be taken to resolve the problem and in order to limit the damage suffered by the Customer.

Complaints about loss of, theft of or damage to luggage, clothing or personal belongings that were not under the Customer's control during the stay should be addressed to the airline or hotel.

The European Commission's Online Dispute Resolution Platform is available at <http://ec.europa.eu/odr>

Article 7. Expedia's Liability

The Customer accepts that where Expedia, Inc. acts as an interface between the Customer and the Suppliers, Expedia, Inc. will under no circumstances be held liable with respect to Services the Customer has booked with one or more Suppliers. Expedia, Inc. is not liable if and insofar as the

Customer is able to claim for damages under an insurance policy such as travel and/or holiday cancellation insurance.

The information displayed on this Website has been provided by the respective Suppliers, and Expedia does not accept any liability for any inaccuracies. Customers must ensure that they verify all information given before booking.

Customers should note that all hotel ratings shown are intended as guidance only and may not be an official rating or be in line with UK classification. Expedia does not accept any liability in relation to the ratings shown.

Article 8. Disclaimer

Except as expressly set out in these General Terms and Conditions, all the information contained in this Website is provided without any warranty (either express or implied) or implied term of any kind, including but not limited to any implied warranties or implied terms of satisfactory quality, fitness for a particular purpose or non-infringement. All such implied terms and warranties are excluded. By accessing this Website, the Customer agrees that Expedia will not be liable for any direct, indirect or consequential loss arising from the use of the Website, any delay or inability to use the Website, or from the Customer's use of links from the Website. The exclusions and limitations contained in this clause apply only to the extent permitted by law.

Article 9. Applicable Law

These General Terms and Conditions are governed by the laws of England and Wales. The Customer agrees that the English Courts shall have jurisdiction to hear and determine any dispute arising from the interpretation of these terms. However the Customer may choose the law and jurisdiction of Scotland or Northern Ireland if that is where the Customer resides.

Article 10. Final Provisions

If Expedia, Inc. does not invoke one of the provisions of the General Terms and Conditions at any one moment, this must not be interpreted as a cession of the right to invoke it at a later date.

If any provision of these General Terms and Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed not to form part of this agreement with the Customer and the validity and enforceability of the other provisions shall not be affected.

Every instance of force majeure, including the interruption of means of communication or a strike by carriers, hoteliers or air traffic controllers, will lead to the suspension of the obligations in these General Terms and Conditions that are affected by the force majeure event and the party affected by the force majeure event shall not be liable as a result of the inability to meet such obligations.

These General Terms and Conditions come into force on 31 October 2017.

Aktualna wersja dostępna na stronie: <https://www.expedia.co.uk/p/support/general-booking-conditions>

Privacy Policy

We at Expedia, Inc. understand that making bookings online involves a great deal of trust on your part. We take this trust very seriously, and make it a high priority to ensure the security and confidentiality of

the personal information you provide to us. This privacy policy applies to data collected on Expedia.co.uk. Our website is intended for use by residents of the UK who are over 18 years of age.

What information we collect

In General. We receive and store any information you enter on our website or give us in any other way. This includes information that can identify you ("personal information"), including your first and last name, telephone number, postal and email addresses, fax number, and, if you make a reservation through our site, credit card information (such as credit card number, cardholder name, and expiration date). We also may request information about your hotel room preferences, loyalty, frequent flyer and/or car rental programme information. You can choose not to provide information to us, but in general some information about you is required in order for you to register as a member; purchase products or services; complete a traveller profile; participate in a survey, competition or promotion; ask us a question; or initiate other transactions on our site.

Travel Companion Information. When you make a reservation for someone else through Expedia.co.uk, we will request personal information and travel preferences about that individual. You should obtain the consent of other individuals prior to providing us with their personal information and travel preferences, as any access to view or change their information will be available only through your account.

Information from Other Sources. We also may periodically obtain both personal and non-personal information about you from affiliated entities, business partners and other independent third-party sources and add it to our account information. Examples of information we may receive include: updated delivery and address information, purchase history, and demographic information.

Social Media/Facebook. If you make use of any social media features on our website, the social media provider may send us information in line with their policies. That information may include your name, profile picture, gender, friend lists and any other information you have chosen to make available. Information regarding hotel recommendations or any Expedia savings or discounts exchanged between you and your friends may also be shared. Please note that, if you have Facebook friends who are using Expedia, they may also have shared information about you with us through Facebook. If you wish to prevent that sharing, you can do so by editing your Facebook privacy settings or the relevant settings/preferences for other social media providers.

Call Monitoring. Calls to and from our customer service help desk may be recorded or monitored for the purpose of quality control and for staff training. Call recordings will be maintained as long as reasonably necessary and will then be deleted. Any personal information obtained from you during the call will be treated in accordance with the provisions of this Privacy Policy.

How we use your information

We use credit card information (such as cardholder name, credit card number, and expiration date) for the purpose of completing the travel bookings you conduct on our site. We use other information about you for the following general purposes: to provide you with the products and services you request; to provide you with travel confirmation and updates; to manage your account, including processing bills and providing travel notifications; to communicate with you in general; to respond to your questions and comments; to allow us to contact you for customer service, if necessary; to measure interest in and improve our products, services, and website; to notify you by email or post about special offers and travel-related products and services that may be of interest to you; to otherwise customise your experience with Expedia.co.uk; to reward you as part of any reward and recognition program you choose to join; to solicit information from you, including through surveys; to resolve disputes, collect fees, or troubleshoot problems; to prevent potentially prohibited or illegal activities; to enforce our Terms of Use; and as otherwise described to you at the point of collection.

Email Communications. We want to make it easy for you to take advantage of travel-related opportunities on our website. One way we do this is by sending you email messages that contain information about your travel-related interests. For example, if you search for a flight to New York on

our website and have saved your itinerary or otherwise not yet booked your travel, we may send you an email message reminding you about your saved travel itinerary or about a special airfare to New York. Similarly, if you receive an email from us about New York travel and demonstrate an interest in New York hotels by affirmatively clicking on a link about New York hotels in the email, you may receive an email about New York hotel offers or other destination information. We believe these email messages will provide you with useful information about travel-related special offers available through our sites. Please note that you will have the opportunity to choose not to receive these email messages in any such email we send.

Please review "[Your choices with respect to the collection and use of your information](#)" below to exercise your rights regarding email communications.

With whom we share your information

Expedia.co.uk may share your information with the following entities:

- Suppliers, such as hotel, airline, car rental, and activity providers, who fulfill your travel reservations. Throughout Expedia.co.uk, all services provided by a third-party supplier are described as such. We encourage you to review the privacy policies of any third-party travel supplier whose products you purchase through Expedia.co.uk. Please note that these suppliers also may contact you as necessary to obtain additional information about you, facilitate your travel reservation, or respond to a review you may submit.
- Third-party vendors who provide services or functions on our behalf, including credit card processing, business analytics, customer service, marketing, distribution of surveys or sweepstakes programs, and fraud prevention. We may also authorize third-party vendors to collect information on our behalf, including as necessary to operate features of our website or to facilitate the delivery of online advertising tailored to your interests. Third-party vendors have access to and may collect information only as needed to perform their functions and are not permitted to share or use the information for any other purpose.
- Business partners with whom we may jointly offer products or services. You can tell when a third party is involved in a product or service you have requested because their name will appear with ours. If you choose to access these optional services, we may share information about you, including your personal information, with those partners so that they can contact you directly by email or post about their products and services. Please note that we do not control the privacy practices of these third-party business partners.
- Referring websites. If you were referred to Expedia.co.uk from another website, we may share some information about you with that referring website so that they can contact you directly by email or post about their products and services. We have not placed limitations on the referring websites' use of your personal information and we encourage you to review the privacy policies of any website that referred you to Expedia.co.uk.
- Companies within our corporate family. We may share your personal information with our corporate affiliates in the leisure and travel sector, including Hotels.com, L.P.; Hotwire, Inc; and Venere Net S.p.A. This sharing enables us to provide you with information about products and services, both leisure- and travel-related, which might interest you. To the extent that our corporate affiliates have access to your information, they will follow practices that are at least as restrictive as the practices described in this Privacy Policy.

We also may share your information:

- Where required by law in the good faith belief that disclosure is necessary to comply with applicable laws or legal processes. Under US law, airlines are required to provide the US Department of Homeland Security with certain information about passengers travelling between the European Union and the US. A list of FAQs has been compiled by the Article 29 Data Protection Working Party to provide further information to passengers. Please see Annex 2 at [this link](#).

- When we believe it is appropriate to investigate, prevent, or take action regarding illegal or suspected illegal activities; to protect and defend the rights, property, or safety of Expedia, Inc., the website or users of the website; and in connection with our Terms of Use and other agreements.
- In connection with a corporate transaction, such as a sale of a subsidiary or a division, merger, consolidation, or asset sale, or in the unlikely event of bankruptcy.

We also may share aggregate or anonymous information with third parties, including advertisers and investors. For example, we may tell our advertisers the number of visitors our websites receive or the most popular hotels and holiday destinations. This information does not contain any personal information and is used to develop content and services we hope you will find of interest and to audit the efficacy of our advertising.

How you can access your information

You can access and update your contact information by visiting the My Profile page on the Expedia.co.uk website. You can close your Expedia.co.uk account by contacting us at the email address listed below or by going to the "Account Closure" page of My Profile. Please note that after you close an account, you will not be able to sign in or access any of your personal information. However, you can open a new account at any time. Please also note that we may retain certain information associated with your account, including for analytical purposes as well as for recordkeeping integrity.

If you do not hold an account with us or wish to contact us in relation to any personal information that is not displayed in your account, you may ask us to access, delete or modify the information that we hold about you by emailing us at the email address listed below.

Your choices with respect to the collection and use of your information

As discussed above, you can choose not to provide us with any information, although it may be needed to make travel bookings or to take advantage of certain features offered on Expedia.co.uk.

You also can add or update information and close your account as described above.

When you register as a member on Expedia.co.uk, you will be given a choice as to whether you want to receive email messages from us about Expedia special offers as well as email messages about products and services of selected third parties. As a registered Expedia.co.uk member, you can modify your choices at any time through the Email Settings of the My Profile page. You will also be given the same choices when you fill in any form on our website by which you provide your email address to us.

Whether registered as an Expedia.co.uk member or not, you also will be given the opportunity to unsubscribe from messages in any such email we send. Please note that we reserve the right to send you other communications, including service announcements, administrative messages, and surveys relating either to your Expedia.co.uk account or to your transactions on Expedia.co.uk, without offering you the opportunity to opt out of receiving them.

Social Media Services - You can choose to access certain third party social media websites and services (such as Facebook) through our site. When you do so, you are sharing information with those sites and the information you share will be governed by their privacy policies (including that the site may share information with us). You may be able to modify your privacy settings with these third party social media websites. Please refer to the relevant provider policies for more information.

The Help portion of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Please note that if you refuse to accept cookies from Expedia.co.uk, you will not be able to access portions of our site.

Cookies and other Web technologies

For information about our use of cookies or similar technologies, please see our [Cookie Policy](#)

Display of tailored advertising/Your choices

Data collected by business partners and ad networks to serve you with relevant advertising. The advertisements you see on this website are served by us or by our service providers. But we also allow third parties to collect information about your online activities through cookies and other technologies. These third parties include (1) other Expedia Group companies; (2) business partners, who collect information when you view or interact with one of their advertisements on our sites; and (3) advertising networks, which collect information about your interests when you view or interact with one of the advertisements they place on many different websites on the Internet. The information gathered by these third parties is used to make predictions about your characteristics, interests or preferences and to display advertisements on our sites and across the Internet tailored to your apparent interests. We do not permit these third parties to collect personal information about you (such as email address) on our site, nor do we share with them any personal information about you.

Please note that we do not have access to or control over cookies or other technologies these third parties may use to collect information about your interests, and the information practices of these third parties are not covered by this Privacy Policy. Some of these companies are members of the Network Advertising Initiative, which offers a single location to opt out of ad targeting from member companies. To learn more, please click [here](#) and [here](#).

Data collected by companies that operate cookie-based exchanges to serve you with relevant advertising. Like other companies operating online, this site participates in cookie-based exchanges where anonymous information is collected about your browsing behavior through cookies and other technologies and segmented into different topics of interest (such as travel). These topics of interest are then shared with third parties, including advertisers and ad networks, so they can tailor advertisements to your apparent interests. We do not share personal information (such as your email address) with these companies and we do not permit these companies to collect any such information about you on our site. Please click [here](#) to learn more about cookie-based exchanges, including how to access information about the topics of interest associated with cookies on your computer and how to decline participation in these programs.

How we protect your information

We want you to feel confident about using Expedia.co.uk to make hotel and travel bookings, and we are committed to protecting the information we collect. While no website can guarantee security, we have implemented appropriate administrative, technical, and physical security procedures to help protect the personal information you provide to us. For example, only authorized employees are permitted to access personal information, and they only may do so for permitted business functions. In addition, we use encryption when transmitting personal information that is sensitive to you (e.g., credit card details) between your system and ours, and we employ firewalls and intrusion detection systems to help prevent unauthorized persons from gaining access to your information.

External links and social plug-ins

If any part of the Expedia.co.uk website links you to other websites, those websites do not operate under this Privacy Policy. We recommend you examine the privacy statements posted on those other websites to understand their procedures for collecting, using, and disclosing personal information.

This may also be the case when any part of the Expedia.co.uk website uses social plug-ins from other sites such as Facebook. Plug-ins such as Facebook's "Like" button, "Comments" and "Facebook Connect", can be identified by one of Facebook's logos, such as the "f" or "thumbs-up" icon, and in practice are like a little piece of Facebook embedded on the Expedia.co.uk website. (The list of Facebook social plug-ins and their icons can be found [here](#).) We also offer the option to register with our website via the "Facebook Connect" Plug-in, which allows registered users of Facebook to register with our website by using their Facebook account data without entering the required data manually on our webpage. Instead, your email address and Facebook ID will be transferred from Facebook to us and stored by us. When you land on any web page that uses these plug-ins, your browser sends certain information to Facebook. As with other sites that use these plug-ins, Expedia does not control this data exchange. To learn more about the information that Facebook receives when you visit a web page with one of their plug-ins, we recommend that you visit Facebook's [help center page](#).

FAQs on the transfer of air passenger information to the US authorities

Please see Annex 2 at [this link](#).

Visiting our website from outside the United States

If you are visiting our website from outside the United States, please be aware that your information may be transferred to, stored in, and processed in the United States. The data protection and other laws of the United States and other countries that your data may be transferred to might not be as comprehensive as those in your country, but please be assured that we take steps to ensure that your privacy is protected. By using our services, you understand that your information may be transferred to our facilities and those third parties with whom we share it as described in this Policy.

Changes to this Privacy Policy

We may update this Privacy Policy in the future. We will notify you about material changes to this Privacy Policy by sending a notice to the email address you provided to us or by placing a prominent notice on our website.

How you can contact us

If you have questions about this Privacy Policy (or your travel planning or purchases), please contact us at:

Email: travel@support.expedia.co.uk We will do our best to respond to your request within 24 hours.

Call: Our customer service agents are ready to help with your Expedia travel needs or other questions seven days a week. You may call 0330 123 1235 (call cost from 10p/min) or from outside the UK on +44 (0) 28 90444609 (usual costs apply) from 8am - 10pm Monday to Friday, and 9am - 10pm on weekends to speak to a representative personally. In addition, you may directly contact the travel supplier at the phone number or address provided on your travel itinerary.

Write: You may also write to Expedia, Inc., c/o PO Box 725, Belfast.BT1 3YL

This Privacy Policy is effective as of 1 June 2015

Expedia, Inc., 333 108th Ave. NE, Bellevue, WA 98004 USA

Aktualna wersja dostępna na stronie: https://www.expedia.co.uk/p/support/privacy#info_you

TRIPNET

§ 1

Postanowienia ogólne

1. Platforma Rezerwacji Tripnet jest własnością Net-Investors spółka z ograniczoną odpowiedzialnością spółka komandytowa z siedzibą w Kielcach, Szydłówek Górny 12C, 25-411 Kielce, wpisaną do rejestru przedsiębiorców prowadzonego przez Sąd Rejonowy w Kielcach X Wydział Gospodarczy Krajowego Rejestru Sądowego pod numerem KRS 0000544448, posiadającą numer identyfikacji podatkowej NIP 6783061600 oraz numer REGON 120727462, w dalszej części dokumentu zwanej: Net-Investors.
2. Platforma Rezerwacji jest dostępna pod adresem: www.tripnet.pl i jest przeznaczona wyłącznie dla podmiotów prowadzących działalność gospodarczą.
3. Adres internetowy Net-Investors pod, którym znajduje się Platforma Rezerwacji to: www.tripnet.pl, adres e-mail to info@tripnet.pl
4. Korzystanie z zasobów zawartych na Platformie Rezerwacji www.tripnet.pl jest równoznaczne z akceptacją niniejszego Regulaminu, Umowy oraz wszelkich warunków znajdujących się na Platformie Rezerwacji.
5. Regulamin dostępny jest nieodpłatnie w formie umożliwiającej jego pobranie i zapisanie, pod adresem: www.tripnet.pl zgodnie z Ustawą z dnia 18 lipca 2002 r. o świadczeniu usług drogą elektroniczną (Dz. U. Nr 144, poz.1204 z późniejszymi zmianami, rozdział 2, artykuł 8, punkt 1, podpunkty a oraz b) oraz każdorazowo wymagana jest jego akceptacja podczas procesu dokonania rezerwacji.
6. Partner nie może wykorzystywać dostępu do Platformy Rezerwacji do zamieszczania treści o charakterze bezprawnym.

§ 2

Warunki techniczne

1. Połączenie z Platformą Rezerwacji odbywa się z wykorzystaniem szyfrowanego cyfrowo protokołu SSL.
2. Minimalne wymagania systemowe: komputer lub inne urządzenie elektroniczne z dostępem do Internetu i obsługujące przeglądarki internetowe:
 - Internet Explorer® 10.0 i wersje nowsze,
 - Mozilla Firefox wersja 26 i wersje nowsze,
 - Google Chrome wersja 32 i wersje nowsze.

oraz obsługujące program Adobe® Reader® (aktualna wersja). Wymagany jest nieograniczony dostęp do protokołów http oraz https głównej domeny serwisu www.tripnet.pl, otwarty dostęp do plików „cookie”, dezaktywowany mechanizm blokowania wyskakujących okien („pop-up windows”) oraz wyłączone narzędzia blokujące wyskakujące okna w ustawieniach używanej przeglądarki internetowej.

3. Warunkiem technicznym korzystania przez Partnera z Platformy Rezerwacji, z wykorzystaniem poczty elektronicznej, jest posiadanie przez Partnera adresu elektronicznego (adresu e-mail), za pomocą którego można odbierać i wysyłać wiadomości poczty elektronicznej.
4. Treści i informacje prezentowane na stronach Platformy Rezerwacji (włącznie z cenami i dostępnością), jak również infrastruktura używana do udostępniania tych treści i informacji są własnością Net-Investors, lub dostawców oraz/lub obiektów hotelowych, z których oferty korzysta Platforma Rezerwacji.
5. W celu korzystania z zasobów Platformy Rezerwacji wymagane jest przekazanie Net-Investors adresu elektronicznego (adresu e-mail), za pośrednictwem którego następuje wymiana korespondencji pomiędzy Stronami, jak również zalogowanie się przy użyciu loginu i hasła. Login i hasło zostają wydane po podpisaniu Umowy.

6. W celu zachowania najwyższych standardów przy wymianie korespondencji prosimy o zachowanie ciągłości korespondencji dla każdego z podejmowanych tematów, szczególnie przy korzystaniu z poczty elektronicznej. Pozwoli to na optymalne przekazanie wszystkich informacji związanych z daną sprawą.

§ 3

Zawarcie i rozwiązanie Umowy o korzystanie z Platformy Rezerwacji

Zawarcie i rozwiązanie Umowy o korzystanie z Platformy Rezerwacji następuje w formie pisemnej pod rygorem nieważności, indywidualnie z każdym Partnerem w formie osobnej Umowy. Niniejszy Regulamin określa prawa i obowiązki Stron w zakresie nieuregulowanym w Umowie. Zmiana Regulaminu nie stanowi zmiany Umowy. Zasady zmiany Regulaminu zostały opisane w § 6.

§ 4

Rodzaje i zakres usług świadczonych przez Net-Investors

1. Rezerwacje dostępne są dla klientów podróżujących indywidualnie oraz dla grup klientów.
2. Rodzaje pokoi:
 - **Single** – pokój dla jednej osoby.
 - **Double** – pokój dla dwóch osób, zwyczajowo z łóżkiem małżeńskim, bez gwarancji ilości łóżek w pokoju.
 - **Twin** – pokój dla dwóch osób, zwyczajowo z dwoma pojedynczymi łóżkami, bez gwarancji ilości łóżek w pokoju.
 - **Double for one person** – pokój dla jednej osoby, zwyczajowo o wielkości standardowego pokoju dla dwóch osób w danym obiekcie noclegowym.
 - **Triple** – pokój dla trzech osób, bez gwarancji trzech pełnowymiarowych łóżek dla każdej z osób.
 - **Quadriple** – pokój dla czterech osób, bez gwarancji czterech pełnowymiarowych łóżek dla każdej z osób.
3. Kategorie obiektów i charakter informacji prezentowanych na Platformie Rezerwacji.

Na Platformie Rezerwacji znajdują się obiekty noclegowe o różnorodnym standardzie i kategoriach. Kategoryzacja przedstawiona jest w formie gwiazdek, prosimy jednak pamiętać, że ze względu na fakt pobierania i prezentowania ofert z różnych źródeł, nie możemy ponosić odpowiedzialności za różnice wynikające z lokalnych regulacji prawnych, lub zwyczajowych dotyczących standardu i kategoryzacji obiektów noclegowych, które mogą nie być tożsame ze standardem obowiązującym na terenie Polski. Net-Investors zastrzega, że nie ponosi odpowiedzialności za różnice w oznaczeniu standardów hotelowych funkcjonujące w różnych krajach.

4. Rezerwacje dla klientów indywidualnych:

4.1 W celu dokonania rezerwacji dla klientów indywidualnych należy wyszukać interesującą ofertę korzystając z opcji „Nowa rezerwacja”. Wymagane jest podanie minimum następujących danych, aby wyszukać ofertę:

- Cel podróży (opcjonalnie: państwo i miasto),
- Data pobytu „od” oraz „do” (ewentualnie „od” oraz „ilość nocy”),
- Kraj pochodzenia (domyślnie system pokazuje kraj pochodzenia, jako Polska, jednak w przypadku klientów o innych narodowościach należy dokonać odpowiedniego wyboru poprzez skorzystanie z listy rozwijalnej),

- Rodzaj pokoju (na jednym zapytaniu możliwe jest wybranie maksymalnie 4 (czterech) pokoi, również niejednorodnych, z zastrzeżeniem, że ilość osób nie może przekroczyć 9 (dziewięć) osób we wszystkich pokojach wliczając w to dzieci powyżej 2-go roku życia).

4.2. Każde dziecko po ukończeniu 2-go roku życia (na dzień zameldowania) powinno być zgłoszone w rezerwacji korzystając z opcji dostawki.

4.3. Niemowlęta – czyli dzieci do 2-go roku życia (na dzień zameldowania) wymagają zgłaszania na etapie wyszukiwania oferty przy wykorzystaniu opcji kołyski oraz każdorazowo należy sygnalizować ich obecność poprzez dodanie do rezerwacji stosownej uwagi. Miejsce dla niemowlęcia potwierdzane jest bezpośrednio z Dostawcą więc potwierdzenie samej rezerwacji na Platformie Rezerwacji nie gwarantuje potwierdzenia przez Dostawcę i nie stanowi zawarcia umowy o usługę zakwaterowania w tym zakresie. O potwierdzeniu miejsca dla niemowlęcia zostaniecie Państwo powiadomieni dodatkowym mailem, który zostanie zawarty na voucherze hotelowym. W przypadku braku zgłoszenia, lub braku zasygnalizowania obecności niemowlęcia, w trakcie dokonywania rezerwacji zastrzega się brak możliwości dokonania anulacji bezkosztowej z uwagi na brak potwierdzenia miejsca dla niemowlęcia przez Dostawcę. W związku z tym prosimy o szczególne zwrócenie uwagi na ten fakt podczas dokonywania rezerwacji.

4.4. Po zakończeniu procesu wyszukiwania zostaną przedstawione wyniki spełniające podane wcześniej kryteria.

4.5. Wszystkie opisy obiektów podane są w języku angielskim. W razie jakichkolwiek wątpliwości co do treści bądź formy opisu prosimy o bezzwłoczny kontakt z naszym biurem – zastrzegamy sobie prawo odrzucenia wszelkich skarg przekazanych przez klienta bądź Partnera w czasie trwania bądź po zakończeniu pobytu w obiekcie. Zastrzegamy jednoznacznie, że nie ponosimy żadnej odpowiedzialności z tytułu niewykonania usługi zakwaterowania jeśli dane informacje znajdowały się w opisie, a zostały źle zrozumiane, zniekształcone przy tłumaczeniu bądź wprowadziły w błąd Klienta lub Partnera bez wcześniejszej próby wyjaśnienia wątpliwości, gdyż w każdym czasie przed skorzystaniem z rezerwacji jesteśmy do dyspozycji Partnera służąc pomocą w sprawdzeniu wszelkich publikowanych przez nas informacji.

4.6. Po wybraniu oferty prosimy o zapoznanie się z informacjami dotyczącymi warunków anulacji i uwagami Dostawców. Warunki anulacji i uwagi Dostawców stanowią integralną część umowy o usługę zakwaterowania o ile nie są sprzeczne z niniejszym Regulaminem, Po naciśnięciu przycisku „Rezerwuj” nastąpi przekierowanie do formularza rezerwacji. Prosimy aby formularz rezerwacji wypełniony został z należytą starannością a przede wszystkim prosimy o podawanie wszystkich pełnych danych klientów, bez znaków diakrytycznych. Aby zakończyć proces rezerwowania prosimy o zapoznanie się i akceptację warunków podanych w formularzu rezerwacji poprzez zaznaczenie odpowiednich pól. Każde warunki można przed ich akceptacją otworzyć, pobrać oraz zapisać i przekazać Klientowi zanim dokonana zostanie ich stateczna akceptacja. Prosimy o umieszczanie informacji dodatkowych w polach „Uwagi”. W szczególności każde przybycie po godzinie 18:00 w dniu wyznaczonym jako data meldunku, czasu lokalnego dla danego obiektu, należy bezwzględnie umieścić w „Uwagach” w formularzu rezerwacyjnym. Brak informacji o późnym przybyciu może spowodować anulowanie rezerwacji na zasadach tzw. „no show” (co oznacza brak wykorzystania rezerwacji z jednoczesnym obowiązkiem pokrycia kosztów pobytu).

4.7. Wszelkie „Uwagi” (m. in. prośby o usługi dodatkowe, pokoje dla palących i niepalących, wczesne i późne meldunki i wymeldowania) dostarczone przez Partnera będą przekazywane do Dostawców, jednak nie mogą być zagwarantowane.

4.8. Po wypełnieniu formularza oraz akceptacji warunków należy użyć przycisku „Rezerwuj” w celu zakończenia procesu rezerwacji. Rezerwacja uzyska numer systemowy oraz odpowiedni status. Informacje o dokonaniu rezerwacji oraz jej statusie zostanie przesłana do Partnera drogą mailową na podany przez niego adres elektroniczny. Z chwilą pobrania „Vouchera” przez Partnera, dochodzi do skutku umowa o zakwaterowanie pomiędzy Net-Investors, a Partnerem. W przypadku otrzymania przez Partnera od Net-Investors wiadomości e-mail zawierającej potwierdzenie rezerwacji, lecz nie wygenerowania przez Partnera „Vouchera” lub braku dokonania anulacji w czasie kiedy możliwe jest

jej bezkosztowe anulowanie, Partner może być zobowiązany do pokrycia szkody powstałej po stronie Net-Investors w relacji z Dostawcą.

4.9 Do rezerwacji potwierdzonych, w celu ich wykupienia, należy wygenerować i pobrać „Voucher”. „Voucher” jest dokumentem podróźnym, który jest niezbędny w celu przeprowadzania procedury meldunku w obiekcie hotelowym i jego posiadanie jest wymagane w tym czasie.

4.10. Do momentu wygenerowania „Vouchera” Net-Investors, udziela, na każde żądanie Klienta lub Partnera, w formie telefonicznej lub mailowej informacji odnośnie obiektów spełniających podane przez Partnera, w związku z procesem wyszukiwania, kryteria, w szczególności informacji odnośnie klasyfikacji obiektu, połączenia komunikacyjnego z obiektem, usług dodatkowych dostępnych w obiekcie, atrakcji oferowanych w miejscu, w którym znajduje się obiekt.

4.11. Rezerwacje, jak również wcześniej przedstawione opcje, posiadają wyznaczoną datę anulacji bezkosztowej lub informację o jej braku. Do dnia podanego jako data bezkosztowej anulacji, do godziny 13:00 zlecenie i przeprowadzenie anulacji nie wiąże się z żadnymi dodatkowymi kosztami (termin uważa się za zachowany jeśli w tym czasie rezerwacja zostanie doręczona Net-Investors) – prosimy zawsze o zwrócenie uwagi na komentarze od dostawców oraz warunki rezerwacji, przedstawione w powiązaniu z ofertą, które zawierać mogą dodatkowe informacje dotyczące dat i ewentualnych kosztów związanych z anulacjami, które są wiążące po założeniu rezerwacji. Informacje te stanowią integralną część umowy o świadczenie usługi zakwaterowania, o ile nie są sprzeczne z niniejszym Regulaminem. Przy zleceniu anulacji bezwzględnie wymaga się zachowania formy pisemnej, przy czym za zachowanie formy pisemnej uważa się w tym zakresie również przesłanie wiadomości e-mail lub skorzystania z odpowiednich przycisków w systemie Platformy Rezerwacji. Przycisk umożliwiający anulację z poziomu systemu jest dostępny dla rezerwacji, w których możliwa jest anulacja bezkosztowa a rezerwacja jest potwierdzona lub potwierdzona z Voucherem – dla wszystkich innych przypadków, przycisk jest niedostępny i prosimy o kontakt bezpośrednio z naszym biurem.

4.12. Dla opcji i rezerwacji, w których data bezkosztowej anulacji jest wsteczna bądź zbieżna z dniem dokonywania rezerwacji, należy zwrócić szczególną uwagę na warunki, które zawierają informacje o braku możliwości bezkosztowej anulacji.

4.13. Dla rezerwacji, w których minęła data bezkosztowej anulacji, a Klient wyraża życzenie jej anulacji bądź zmiany a w szczególności skrócenia pobytu, należy pamiętać, że operacje te wiązać się mogą z dodatkowymi kosztami. W szczególności Net-Investors nie jest zobowiązany do uwzględnienia żądania Partnera, o ile Partner nie dochował zasad anulacji bezkosztowej wskazanej w Regulaminie lub w informacjach i uwagach przekazanych przez Dostawców.

4.14. Wszelkich zmian należy dokonywać z zachowaniem formy pisemnej, przy czym za zachowanie formy pisemnej uważa się w tym zakresie również: (i) przesłanie stosownej informacji korzystając z formularza znajdującego się w szczegółach rezerwacji, (ii) bądź przesłanie informacji drogą e-mail na adres info@tripnet.pl, W odpowiedzi zostaniecie Państwo poinformowani niezwłocznie o możliwościach dokonania zmian dla konkretnej rezerwacji. Termin „niezwłoczny” oznacza 24 godziny od daty uzyskania odpowiedzi od Dostawcy o możliwości zmiany warunków wykonania usługi. Proszę pamiętać, że po dokonaniu zmian, nie gwarantujemy ponownego potwierdzenia rezerwacji zarówno z wprowadzonymi zmianami jak i powrotu do wersji oryginalnej.

4.15. Obciążenie, związane z anulacją po upływie daty bezkosztowej anulacji to w minimalnej wysokości równowartość pierwszego noclegu dla wszystkich pokoi i osób aż do wysokości całości kwoty rezerwacji. W przypadku nie pojawienia się klienta do hotelu (tzw. „no show”) zastosowanie mają zasady identyczne jak przy anulacji po upływie daty bezkosztowej anulacji.

4.16. Net-Investors dokłada wszelkich starań aby minimalizować koszty anulacji jednak wysokość obciążenia zależy od porozumień oraz umów zawartych między obiektami hotelowymi, dostawcami usług, a Net-Investors – w każdym wypadku kiedy Net-Investors zostanie obciążone kosztami anulacji przez obiekt hotelowy lub dostawcę, Partner otrzyma od Net-Investors odpowiednią fakturę. Net-Investors zastrzega, że nie ponosi odpowiedzialności za wysokość kosztów anulacji, o ile wskazane zostały w Regulaminie lub uwagach i informacjach przekazanych przez Dostawców.

4.17. Przypominamy, że zlecenie anulacji dla rezerwacji po upływie daty bezkosztowej anulacji nie jest podstawą do zmiany obciążeń i terminów płatności wynikających z wystawionych faktur. Informacje o ewentualnych zmianach wysokości obciążeń oraz terminów płatności będą do Państwa przesłane niezwłocznie po ich otrzymaniu przez Net-Investors od Dostawcy lub obiektu hotelowego, a do wystawionych faktur i voucherów zostaną przesłane odpowiednie korekty.

4.18. Net-Investors nie jest zobowiązane do udzielenia informacji na temat wymaganych dokumentów podróży i zastrzega, że nie ponosi odpowiedzialności za szkodę wywołaną brakiem bądź wadliwościami niniejszych dokumentów posiadanych przez Partnera lub jego Klientów. Informacje dotyczące wymagań wizowych i paszportowych danego kraju można otrzymać bezpośrednio w placówkach dyplomatycznych.

4.19 Net-Investors ponosi odpowiedzialność za niewykonanie lub nienależyte wykonanie usługi tylko do kwoty uiszczonej przez Partnera jako ceny zakupu usługi. W sytuacji tzw. Overbooking (jest to sytuacja, w której hotel, w którym pierwotnie zarezerwowano miejsce, nie może zapewnić zakwaterowania Klientom Partnera z powodu sprzedaży większej ilości miejsc niż oferowanych w obiekcie). Hotel zwyczajowo zapewnia nocleg w hotelu alternatywnym. Partner może odmówić akceptacji alternatywy, jednak w takiej sytuacji nie przysługują mu roszczenia względem Net-Investors. Jeśli Klient zaakceptuje alternatywę, może zgłosić wystąpienie tzw. Overbooking do Net-Investors, co zostanie bezzwłocznie przekazane do wiadomości wszystkich zainteresowanych stron umowy, jednak Klientowi nie przysługują z tego tytułu dodatkowe rekompensaty. Jeśli Klient nie zaakceptuje alternatywy Net-Investors nie ponosi odpowiedzialności z tytułu tzw. Overbookingu przekraczającej konieczność zwrotu kwoty uiszczonej przez Partnera ceny zakupu usługi.

4.20. Vouchery dla rezerwacji anulowanych lub zmienianych tracą swoją ważność w momencie ich anulacji bądź zlecenia zmiany. Utrata ważności Vouchera powoduje wygaśnięcie umowy pomiędzy Net-Investors, a Partnerem. Net-Investors zastrzega, że nie ponosi odpowiedzialności za problemy wynikłe z faktu posiadania przez Klienta nieważnego, niepoprawnego Vouchera lub całkowitego jego braku w czasie pobytu w obiekcie hotelowym.

§ 5

Reklamacje

1. Zalecane jest, aby Partner złożył reklamację w trakcie wykonywania usługi zakwaterowania.
2. Termin reklamacji mija w terminie 7 dni od daty zakończenia wykonywania usługi zakwaterowania.
3. Partner przyjmuje do wiadomości, że uwzględnienie reklamacji przez Net-Investors zależy od procedur przyjętych przez Dostawcę usługi hotelowej, jak i samego miejsca zakwaterowania.
4. Wszelkie reklamacje wymagają formy pisemnej oraz powinny być przesłane bezzwłocznie po zaistnieniu reklamowanej sytuacji listem poleconym, bądź bezpośrednio do Dostawcy, bądź za pośrednictwem Net-Investors. Każda przesyłana do nas reklamacja powinna zawierać dokładny opis zaistniałej sytuacji oraz powinna być opatrzona wszelkimi dokumentami, jakie uda się skompletować w celu rozpatrzenia sprawy.
5. Net-Investors ponosi odpowiedzialność za niewykonanie lub nienależyte wykonanie zobowiązania tylko w zakresie, w którym nastąpiło to z winy umyślnej Net-Investors. Net-Investors zobowiązuje się dołożyć należytej staranności celem przekazania każdej Reklamacji Dostawcy, a w przypadku jej uwzględnienia przez Dostawcę i przyznania z tego tytułu określonych świadczeń, Net-Investors umożliwi Partnerowi, lub za jego pośrednictwem Klientowi, skorzystanie z takich świadczeń.
6. Net-Investors zastrzega, że nie ponosi odpowiedzialności za przechowanie bagażu; usługa zakwaterowania nie obejmuje usługi przechowania bagażu, która zawierana jest bezpośrednio z obiektem noclegowym;

7. Net-Investors zastrzega, że korzystanie z Platformy Rezerwacji odbywa się wyłącznie na koszt i ryzyko Partnera. Nie udziela również żadnej gwarancji, że korzystanie to będzie przebiegało bez usterek, wad, przerw czy braku możliwości połączenia z Platformą Rezerwacji. Nie udziela również gwarancji, co do tego, że rezultat poszukiwań sprostą oczekiwaniom Partnera, co do merytorycznej zawartości, dokładności czy przydatności uzyskanych informacji.

§ 6

Zmiana Regulaminu

1. Zmiana Regulaminu przez Net-Investors następuje poprzez zamieszczenie nowej lub zmienionej treści Regulaminu w serwisie tripnet.pl.
2. Partner oświadcza, że przyjmuje do wiadomości, że z uwagi na zapytanie o akceptację Regulaminu przy każdorazowym dokonywaniu Rezerwacji, w jego wyłącznej gestii leży zapoznawanie się z aktualną treścią Regulaminu przy okazji dokonywania każdej Rezerwacji. Dokonanie Rezerwacji jest równoznaczne z akceptacją Regulaminu w brzmieniu z daty dziennej dokonania rezerwacji.

Aktualna wersja dostępna na stronie: <http://bridge.tripnet.pl/regulamin-serwisu/>

Polityka prywatności

I. Informacje ogólne.

1. Operatorem Serwisu www.tripnet.pl jest Net-Investors spółka z ograniczoną odpowiedzialnością spółka komandytowa z siedzibą w Kielcach, Szydłówek Górny 12C, 25-411 Kielce, wpisaną do rejestru przedsiębiorców prowadzonego przez Sąd Rejonowy w Kielcach X Wydział Gospodarczy Krajowego Rejestru Sądowego pod numerem KRS 0000544448, posiadającą numer identyfikacji podatkowej NIP 6783061600 oraz numer REGON 120727462.
2. Serwis realizuje funkcje pozyskiwania informacji o użytkownikach i ich zachowaniu w następujący sposób:
 - Poprzez dobrowolnie wprowadzone w formularzach informacje.
 - Poprzez zapisywanie w urządzeniach końcowych pliki cookie (tzw. „ciasteczka”).
3. Operator Serwisu może okresowo aktualizować niniejsze zasady Polityki Prywatności, aby uwzględnić zmiany w przepisach prawa, stosowanych przez nas procedurach zbierania i wykorzystywania Danych Osobowych, właściwościach Witryny, lub zmianach technicznych. W przypadku aktualizacji powodujących zmiany w sposobie gromadzenia lub wykorzystywania Danych Osobowych użytkownika, będą one umieszczane w niniejszych zasadach Polityki Prywatności, a termin ich wprowadzenia zostanie podany na wstępie zasad. Zachęcamy zatem do regularnego przeglądania niniejszych Zasad, aby zapoznać się z obowiązującymi aktualnie wytycznymi i procedurami. W przypadku nie wyrażenia zgody na jakiegokolwiek zmiany w niniejszych zasadach Polityki Prywatności, prosimy o zaprzestanie korzystania z Witryny. Korzystanie z Witryny po dacie wprowadzenia zmian oznacza ich zaakceptowanie.

II. Informacje w formularzach.

1. Serwis zbiera informacje podane dobrowolnie przez użytkownika.
2. Serwis może zapisać ponadto informacje o parametrach połączenia (oznaczenie czasu, adres IP)
3. Dane w formularzu nie są udostępniane podmiotom trzecim inaczej, niż za zgodą użytkownika.

4. Dane podane w formularzu mogą stanowić zbiór potencjalnych klientów, zarejestrowany przez Operatora Serwisu w rejestrze prowadzonym przez Generalnego Inspektora Ochrony Danych Osobowych.
5. Dane podane w formularzu są przetwarzane w celu wynikającym z funkcji konkretnego formularza, np w celu dokonania procesu obsługi zgłoszenia serwisowego lub kontaktu handlowego.
6. Dane podane w formularzach mogą być przekazane podmiotom technicznie realizującym niektóre usługi – w szczególności dotyczy to przekazywania informacji o posiadaczu rejestrowanej domeny do podmiotów będących operatorami domen internetowych (przede wszystkim Naukowa i Akademicka Sieć Komputerowa j.b.r – NASK), serwisów obsługujących płatności lub też innych podmiotów, z którymi Operator Serwisu w tym zakresie współpracuje.

III. Informacja o plikach cookies.

1. Serwis korzysta z plików cookies.
2. Pliki cookies (tzw. „ciasteczka”) stanowią dane informatyczne, w szczególności pliki tekstowe, które przechowywane są w urządzeniu końcowym Użytkownika Serwisu i przeznaczone są do korzystania ze stron internetowych Serwisu. Cookies zazwyczaj zawierają nazwę strony internetowej, z której pochodzą, czas przechowywania ich na urządzeniu końcowym oraz unikalny numer.
3. Podmiotem zamieszczającym na urządzeniu końcowym Użytkownika Serwisu pliki cookies oraz uzyskującym do nich dostęp jest operator Serwisu.
4. Pliki cookies wykorzystywane są w następujących celach:
 - tworzenia statystyk, które pomagają zrozumieć, w jaki sposób Użytkownicy Serwisu korzystają ze stron internetowych, co umożliwia ulepszanie ich struktury i zawartości;
 - utrzymanie sesji Użytkownika Serwisu (po zalogowaniu), dzięki której Użytkownik nie musi na każdej podstronie Serwisu ponownie wpisywać loginu i hasła;
 - określania profilu użytkownika w celu wyświetlenia mu dopasowanych materiałów w sieciach reklamowych, w szczególności sieci Google.
5. W ramach Serwisu stosowane są dwa zasadnicze rodzaje plików cookies: „sesyjne” (session cookies) oraz „stałe” (persistent cookies). Cookies „sesyjne” są plikami tymczasowymi, które przechowywane są w urządzeniu końcowym Użytkownika do czasu wylogowania, opuszczenia strony internetowej lub wyłączenia oprogramowania (przeglądarki internetowej). „Stale” pliki cookies przechowywane są w urządzeniu końcowym Użytkownika przez czas określony w parametrach plików cookies lub do czasu ich usunięcia przez Użytkownika.
6. Oprogramowanie do przeglądania stron internetowych (przeglądarka internetowa) zazwyczaj domyślnie dopuszcza przechowywanie plików cookies w urządzeniu końcowym Użytkownika. Użytkownicy Serwisu mogą dokonać zmiany ustawień w tym zakresie. Przeglądarka internetowa umożliwi usunięcie plików cookies. Możliwe jest także automatyczne blokowanie plików cookies Szczegółowe informacje na ten temat zawiera pomoc lub dokumentacja przeglądarki internetowej.
7. Ograniczenia stosowania plików cookies mogą wpłynąć na niektóre funkcjonalności dostępne na stronach internetowych Serwisu.
8. Pliki cookies zamieszczane w urządzeniu końcowym Użytkownika Serwisu i wykorzystywane mogą być również przez współpracujących z operatorem Serwisu reklamodawców oraz partnerów.
9. Zalecamy przeczytanie polityki ochrony prywatności tych firm, aby poznać zasady korzystania z plików cookie wykorzystywane w statystykach: [Polityka ochrony prywatności Google Analytics](#).
10. Pliki cookie mogą być wykorzystane przez sieci reklamowe, w szczególności sieć Google, do wyświetlenia reklam dopasowanych do sposobu, w jaki użytkownik korzysta z Serwisu. W tym celu mogą zachować informację o ścieżce nawigacji użytkownika lub czasie pozostawania na danej stronie.
11. W zakresie informacji o preferencjach użytkownika gromadzonych przez sieć reklamową Google użytkownik może przeglądać i edytować informacje wynikające z plików cookies przy pomocy narzędzia: <https://www.google.com/ads/preferences/>.

IV. Logi serwera.

1. Informacje o niektórych zachowaniach użytkowników podlegają logowaniu w warstwie serwerowej. Dane te są wykorzystywane wyłącznie w celu administrowania serwisem oraz w celu zapewnienia jak najbardziej sprawnej obsługi świadczonych usług.
2. Przeglądane zasoby identyfikowane są poprzez adresy URL. Ponadto zapisowi mogą podlegać:
 - czas nadejścia zapytania,
 - czas wysłania odpowiedzi,
 - nazwę stacji klienta – identyfikacja realizowana przez protokół HTTP,
 - informacje o błędach jakie nastąpiły przy realizacji transakcji HTTP,
 - adres URL strony poprzednio odwiedzanej przez użytkownika (referer link) – w przypadku gdy przejście do Serwisu nastąpiło przez odnośnik,
 - informacje o przeglądarce użytkownika,
 - Informacje o adresie IP.
3. Dane powyższe nie są kojarzone z konkretnymi osobami przeglądającymi strony.
4. Dane powyższe są wykorzystywane jedynie dla celów administrowania serwerem.

V. Udostępnienie danych.

1. Dane podlegają udostępnieniu podmiotom zewnętrznym wyłącznie w granicach prawnie dozwolonych.
2. Dane umożliwiające identyfikację osoby fizycznej są udostępniane wyłącznie za zgodą tej osoby.
3. Operator może mieć obowiązek udzielania informacji zebranych przez Serwis upoważnionym organom na podstawie zgodnych z prawem żądań w zakresie wynikającym z żądania.

VI. Zarządzanie plikami cookies – jak w praktyce wyrażać i cofać zgodę?

1. Jeśli użytkownik nie chce otrzymywać plików cookies, może zmienić ustawienia przeglądarki. Zastrzegamy, że wyłączenie obsługi plików cookies niezbędnych dla procesów uwierzytelniania, bezpieczeństwa, utrzymania preferencji użytkownika może utrudnić, a w skrajnych przypadkach może uniemożliwić korzystanie ze strony www.
2. W celu zarządzania ustawieniami cookies wybierz z listy poniżej przeglądarkę internetową/ system i postępuj zgodnie z instrukcjami:
3.
 - a. [Internet Explorer](#)
 - b. [Chrome](#)
 - c. [Safari](#)
 - d. [Firefox](#)
 - e. [Opera](#)
 - f. [Android](#)
 - g. [Safari \(iOS\)](#)
 - h. [Windows Phone](#)
 - i. [Blackberry](#)

Aktualna wersja dostępna na stronie: <http://bridge.tripnet.pl/polityka-prywatnosci/>