

Booking Conditions for Hotelbeds

Hotelbeds, Complejo Mirall Balear - Elias-Canetti-Strasse 2, 8050 Zürich, Switzerland

Company Registration Number: CH-425.060.629

The principal is the accommodation named on your accommodation voucher.

Introduction Teygon Ltd ("Chic Retreats") is proud to be an independent agent to several Travel Providers including HOTELBEDS SWITZERLAND AG. ("Hotelbeds, AG.").

Your booking is subject to both the Terms and Conditions of Business of Chic Retreats and the Booking Conditions of the Travel Provider.

This document summarises the Booking Conditions of Hotelbeds, AG

For the avoidance of doubt, each booking made is a separate booking, available separately at exactly the same price and is not a package.

Hotelbeds, AG acts as agent only in respect of all bookings we make on your behalf. Hotelbeds, AG accepts no liability in relation to any contract you enter into or for any accommodation that you book or for the acts or omissions of any accommodation or other person(s) or party/parties connected with your booking. For all bookings your contract will be with the accommodation provider concerned. The accommodation provider's booking conditions will apply to your contract and prices and cancellation conditions shall be displayed when making each reservation, dependant on prevailing conditions, availability and other factors.

Please ensure you have read, understand and accept both the Agency Terms of Business and the Booking Conditions set out below before finalising your booking.

Travel Provider Booking Conditions

1. YOUR CONTRACT

You hereby guarantee that you are of legal age and have the capacity to act and are fully authorised to enter into a binding contract in your own name and in the name of the people in your group. You are responsible for ensuring that these General Terms & Conditions are made known to and accepted by all end users and other interested parties. This should be ensured before you formalize any agreement with any of the aforementioned parties. Furthermore, you shall ensure that said end users and other interested parties are of legal age and have the capacity to make such undertakings with Hotelbeds, AG in the terms detailed below.

You hereby guarantee that all the personal information provided in booking accommodation and the process of registering for the service is correct. Likewise, you accept the financial responsibility for all transactions made in your name or via your account.

By accepting the General Terms & Conditions, and pursuant to Directive 2000/31/EC on certain legal aspects of information society services, in particular electronic commerce, you consent and authorise Hotelbeds, AG to request from the accommodation provider any personal information relating to you or your group. Such information shall be treated in compliance with European Directives 95/46 and 2002/58, as well as any other such legislation that substitutes, complements and develops the PDPR and will be used to process bookings and payments made in your request.

Thus, personal information shall be understood to include, but not be limited to: any telephone numbers, fax numbers, email addresses, addresses of residences, signatures, ID or passport copies, credit card details, personal preferences, disabilities, or any special dietary or religious requirements or any other information related to you or your group that may be relevant for the completion of your reservation. Given the nature of online transactions, you hereby acknowledge the impossibility of signing the letter of payment, understood as the document by means of which consent is normally given to a transaction. For this reason, you accept not to sign any electronic transaction generated as a result of booking via the Hotelbeds, AG website.

The person who fills in the booking form on the site must be authorised to do so in the name of all the members of the group travelling together and must confirm that all members accept the booking terms and conditions. Furthermore, this person shall be responsible for the total cost of the accommodation, including cancellation or amendment charges. Likewise, this person shall inform the other members of the group of the confirmation details and any other relevant information.

Only those persons named at the time of booking, or subsequently advised, can occupy the accommodation(s). Should any damage be caused by you or any member of your party to the accommodation(s) or its contents, you will be required to arrange immediate reimbursement before the end of your stay.

The booking is confirmed and a binding contract comes into existence, only when Chic Retreats has both:

Issued a booking confirmation and reference on behalf of Hotelbeds, AG and; has received the payment required on booking.

The date of the contract is the date that appears on the confirmation.

Once the contract is made Hotelbeds, AG is responsible to provide you with the accommodation booked, and you are responsible for providing payment to Hotelbeds, AG via Chic Retreats.

The booking confirmation will identify the name and address of the accommodation, which you have booked.

Please check all details carefully and notify Chic Retreats immediately of any discrepancies.

Hotelbeds, AG reserves the right to cancel the booking if any balance due is not received by the due date. In that case you will be advised by email, and cancellation charges will be applied.

What's included in your booking

The basic accommodation cost includes the following: Accommodation, meals and any other services as stated on your accommodation booking voucher. All obligatory accommodation establishment service charges and taxes:

Excluding some USA resort fees which require an additional resort fee, and any other required tax to be paid by you on arrival at the accommodation establishment. Please refer to the Observations within your chosen "Hotel Info" page which will advise if any additional resort fee is required on arrival. VAT on all holidays in EC countries.

What's not included in your booking

The basic accommodation cost does not include:

Transfers between airport and accommodation. Excursions and other personal expenditure, unless otherwise stated within the offer on the website and as detailed under 'Observations` within the accommodation voucher. Additional charges for rooms, meals or under-occupancy in apartments that are not stated to be included in your booking. Charges that accommodation establishments or apartments may make for facilities such as cots, parking, minibus services, sun beds, sauna, tennis courts and equipment, porters etc. Deposits requested on arrival by some apartment/villa owners. USA Resort Fees where applicable. Please refer to the accommodation voucher under 'Observations` to see whether there is an additional fee applied. Certain countries have a local tax, known as 'occupation tax' or 'tourist tax', which must be paid directly by the end user at the accommodation provider or at the airport.

Children: Child prices and other conditions relating to children are agreed upon with each accommodation provider and are not based on any one criterion; therefore, given that each accommodation provider applies its own special conditions and prices, we ask that you enquire about this point when making your booking.

Accommodation Services:

Any child prices or special conditions will only apply when children share a room with 2 paying adults.

COTS (UK) /CRIBS (US) - please advise us at the time of booking if you require a cot or crib. Hotelbeds, AG will pass your request to the accommodation provider; however, we cannot guarantee this request will be met. Such request will be subject to availability and if the accommodation provider is unable to meet any such request, neither Hotelbeds, AG, nor the accommodation provider, will have any liability to you in this respect. This request may only be available at an additional cost unless otherwise expressly stated in the description of the accommodation provider, and if any additional

cost is applicable this should be paid by you direct to the accommodation provider.

Extra Beds: some accommodation providers have twin or double bedded rooms that will accommodate a third bed. Details on any supplement and/or discount applicable where a third bed is to be occupied by an adult can be obtained from the accommodation provider. Accommodation providers may have no, or limited numbers of, extra beds so the ability to provide a third bed will subject to availability.

Any request for an extra bed must be made at the time of booking and if the accommodation provider is unable to meet any such request, neither Hotelbeds, AG, nor the accommodation provider, will have any liability to you in this respect.

2. PAYMENT

You, the customer, are responsible for making all payments of the correct amount and on time to Chic Retreats.

In the event that you have failed to pay all monies due on or in advance of arrival to the hotel, Hotelbeds, AG reserves the right to seek payment directly from you.

3. ACCOMMODATION DESCRIPTIONS

Hotelbeds, AG takes every reasonable care to ensure that the information published about each hotel, villa, or apartment is accurate; however we cannot accept liability for errors or omissions in the descriptions. Facilities and amenities in accommodation may be temporarily unavailable for operational reasons, where this happens we will do our best to advise as soon as possible.

4. CHANGES

If you, the customer, wish to make an amendment to your booking the conditions that apply are as determined by Chic Retreats in their Agency Terms of Business. Occasionally Hotelbeds, AG has to make changes to details both before and after bookings have been confirmed. Whilst we always try to avoid changes, Hotelbeds, AG must reserve the right to do so.

Most changes are minor. Occasionally Hotelbeds, AG will have to make a more substantial change to the booking ("Significant Change") as defined below:

A change of accommodation to that of a lower official classification or standard for the whole or a majority of the stay booked;

A change of accommodation area for the whole or a major part of the time the customer is away;

The closure of the only or all advertised swimming pool(s) at the accommodation for an extended period in excess of 48 hours.

In event of a Significant Change Hotelbeds, AG will notify you via Chic Retreats as soon as possible and provided that there is time to do so before departure, you will be offered the following options:

Accepting the changed arrangements; or

Purchasing an alternative accommodation from us, of a similar standard to that originally booked if available (if the chosen alternative is less expensive than your original one, we will refund the difference but if it is more expensive, you, the customer will pay the difference); or

Cancellation of that booking only and refund of moneys paid against that booking only.

Please note, the above options are not available for changes other than Significant Changes and no payments will be made for any minor changes.

In all cases, the liability of both Hotelbeds, AG and Chic Retreats for Significant Changes is limited to offering you the customer, the above mentioned options.

No additional expenses, costs or losses will be recompensed, including but not limited to, cancellation costs on other bookings you may have made at the same time.

5. CANCELLATION

If Hotelbeds, AG cancels your booking you will be entitled to a refund of moneys paid against that booking only.

No additional expenses, costs or losses will be recompensed, including but not limited to, cancellation costs on other bookings you may have made at the same time.

6. FAILURE TO HONOUR THE BOOKING (NO SHOW)

If, for whatever reason, you do not turn up at the accommodation on the arrival date stated on your accommodation booking voucher without prior warning to Hotelbeds, AG ("a no show"), you or any member of your party will not be entitled to any refund.

7. BEFORE YOU TRAVEL

Hotelbeds, AG is not liable for damages or losses that may result from travel to any particular destination. The British Foreign and Commonwealth Office will help travellers stay safe overseas. Check the FCO website at www.fco.gov.uk/knowbeforeyougo for the latest advice on conditions and general information concerning specific countries.

All passengers must be in possession of a valid passport and, if necessary, a visa.

It is your responsibility to ensure you have the relevant travel and health documents before departure for the country you are visiting, which shall include, but is not limited to, any inoculations that may be required, ID's and passport. , ID's, passport, and possibly also marriage certificate for couples sharing the same room in some Muslim countries.

Hotelbeds, AG shall not be liable for any expense incurred resulting from your missing, incomplete or incorrect documentation or any non-compliance with requirements.

Further information is available from: 1. Foreign and Commonwealth Office Travel Advice Unit (0870 606 0290) 2. Your doctor in respect of vaccination requirements

8. **INSURANCE**

You are strongly advised to take out adequate travel insurance prior to arriving in your destination. It is your responsibility to check you have adequate insurance cover. The insurance should cover, amongst other things, the cost of cancellation by you, personal losses, all medical costs and the costs of assistance including return to the UK in the event of an accident or illness.

9. **FORCE MAJEURE**

Hotelbeds, AG will not be liable for any changes, cancellation, and effect on your booking, loss or damage suffered by you or for any failure by the accommodation providers and/or Hotelbeds, AG to perform or properly perform any of our respective obligations to you which is due to any event(s) or circumstance(s) if the non-performance is caused by force majeure. By way of example force majeure includes, but is not limited to, war, revolution, terrorist act, closure of borders, epidemic, natural catastrophe or other causes that seriously affect both parties and in particular the place where the accommodation provider is located as well as the country of origin of Hotelbeds, AG and other unforeseeable causes beyond Hotelbeds, AG's control.

10. **COMPLAINTS**

Hotelbeds, AG want you to enjoy your holiday and works closely with the actual hotels to ensure the highest standards of customer care.

However, exceptionally issues might arise whilst you are at the hotel which are not to your satisfaction and in that instance it is imperative that you immediately notify the hotel management so that they have the opportunity to resolve the matter. In the unlikely event that the hotel management cannot adequately address your concerns please notify Hotelbeds, AG, whilst you are at the accommodation, through the contact details noted on your accommodation voucher.

If you wish to submit a formal complaint on your return home you can do so by writing to Chic Retreats as our agent at the company address on the website. Please include your booking reference and a short statement of your grievances.

Please note that if you fail to seek a resolution whilst at the hotel as stated above your complaint will be dismissed and any compensation foregone.

Where your complaint relates to health & safety issues it is likely that Hotelbeds, AG will seek a direct correspondence with you.

11. **INDEMNIFICATION**

Hotelbeds, AG acts as an independent intermediary in the contracting of accommodation and other services, and shall thus 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 accommodation provider or other suppliers and which have been contracted via this system.

Hotelbeds, AG shall use reasonable endeavour to make the accommodation provider deal with any complaint you may raise.

Hotelbeds, AG shall not be able to assist with any claims that were not raised during the period of stay at the accommodation.

Hotelbeds, AG shall not be able to negotiate any claim with the accommodation provider that is raised after the date of your departure from the accommodation in question.

You will at all times save harmless and keep fully indemnified Hotelbeds, AG from and against any actions, claims, proceedings, losses, costs, expenses and demands (including costs and expenses in defending such matter and its proper compromise) arising directly or indirectly out of or incidental to or in connection with any breach by you or by any of the people you booked on behalf of, of any of the provisions of these Terms or contravention of any laws or rights of a third party, or your use of this website.

When you book accommodation through Hotelbeds, AG, you accept responsibility for the conduct of yourself and the other people on your booking during your stay. Hotelbeds, AG and/or the accommodation provider reserves the right at any time to terminate your stay and that of any member of your party due to your or their misconduct, where justified in the reasonable opinion of Hotelbeds, AG and/or the accommodation provider. Full cancellation charges will apply and no refund will be given. Furthermore, neither the accommodation provider nor Hotelbeds, AG shall be under any obligation whatsoever to pay compensation or meet any costs or expenses you may incur as a result of your stay being terminated. If your actions or those of any member of your party cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation provider for the cost of the damage before you end your stay. You also agree to indemnify Hotelbeds, AG against any claim (including legal costs) made against Hotelbeds, AG as a result.

Notwithstanding the above, Hotelbeds, AG's entire liability, whether in contract, tort (including breach of statutory duty), or otherwise shall not exceed the sums paid by you to Hotelbeds, AG for the specific services in question.

12. GENERAL

These Terms and Conditions contain some exclusions and limitations of liability. If any part of the conditions proves to be invalid or unenforceable,

the rest of the conditions will remain valid. The invalid or unenforceable condition will be deemed as supplanted by an enforceable and valid form conveying the same meaning. Any dispute will be governed by the law and jurisdiction of the Spanish courts.

You agree that your use of this website does not imply that any partnership, joint venture, employment or agency relationship exists between you and Hotelbeds, AG

13. **WARNING-USA RESTRICTIONS ON TRAVEL TO CUBA**

Travel to Cuba by citizens and a resident 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 from 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.

14. **HEALTH AND SAFETY**

Hotelbeds, AG shall ensure that, at all times, the product, including, but not limited to, all accommodation(s), facilities, furniture and equipment, complies with all national, local, trade and other laws, regulations, rules and codes of practice (including those relating to health, safety, food, fire, security, planning and permits for the provision of hotel and holiday accommodation and the operation of a tourist establishment). Hotelbeds, AG warrants that they have in place a health & safety management system which includes inspections of properties to ensure compliance with the above.

With regards to your accommodation(s) there may be additional health consideration specific to that location, and we recommend you visit your doctor well before travelling to obtain advice. For further information, see www.fco.gov.uk.