

## GENERAL TERMS AND CONDITIONS OF CONTRACTING

### 1. GENERAL INFORMATION ON THE WEBSITE OWNER

This site belongs to HOTELBEDS USA, Inc. (hereinafter referred to as "BEDSONLINE", a legally-constituted Delaware company with principal place of business at 5422 Carrier Drive, Suite 201 Orlando, Florida, 32819 USA, VAT Number: 59-2952685, and hereby represented by Mr./Ms./Mrs. \_\_\_\_\_, as authorised signatory

BEDSONLINE is part of Hotelbeds Group.

If the AGENCY does not wish to be bound by these Terms and Conditions, it must not reserve tourist services on the website.

### 2. TERMS AND CONDITIONS

The conclusion of the contracting process through the website is subject to the acceptance of the Legal Notice and Privacy Policy as well as BEDSONLINE'S General Terms and Conditions of Contracting (hereinafter, "Terms and Conditions").

The Terms and Conditions form an integral part of the website, and cannot be separated from the General Terms and Conditions of Contracting, the operational section or bookings. By accessing the website, viewing, using or contracting from it, the AGENCY is aware that it is governed by the Terms and Conditions.

Likewise, it undertakes to comply with any law and regulation that at any time becomes applicable to this website and bookings contracted through it.

If the AGENCY does not wish to be bound by these Terms and Conditions, it must not reserve tourist services on the website.

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

### 3. BEDSONLINE APPOINTMENT AS AGENCY'S AGENT

This agreement for access to this program is entered into directly by and between BEDSONLINE and the AGENCY. The AGENCY appoints BEDSONLINE as its agent for the provision of the Travel Services in all territories in which BEDSONLINE may from time to time operate and BEDSONLINE accepts such appointment.

The intermediary services that may be provided by BEDSONLINE to the AGENCY 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.

BEDSONLINE will use its best endeavours to confirm the booking in accordance with the submitted booking request.

BEDSONLINE acts as the AGENCY's agent only in respect of all bookings BEDSONLINE makes on the AGENCY's behalf. BEDSONLINE accepts no liability in relation to any contract the AGENCY enters into or for any other services that the AGENCY books or for the acts or omissions of any service supplier or other person(s) or party(ies) connected with the AGENCY's booking. The service supplier's booking conditions will apply to the AGENCY'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 AGENCY through the booking procedure.

### 4. WEBSITE USE

#### ➤ AGE AND RESPONSIBILITY

The AGENCY warrants that i) has made legitimate enquiries or bookings for the AGENCY or any other person for whom the AGENCY 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 AGENCY and, iii) that all personal information submitted during the bookings process is correct and AGENCY accepts financial responsibility for all transactions made under AGENCY name or account.

➤ **BOOKINGS: HOW TO BOOK BEDSONLINE 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 AGENCY selection will be featured at the Website. The AGENCY shall carefully check the dates, the price, end customer details, 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.

Unless SUPPLIER'S policy has a higher threshold (in which case such higher threshold shall apply) the AGENCY, when booking accommodation, is only permitted to book up to 5 rooms per stay. Should the AGENCY 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 authorized to make the booking by the AGENCY and by all persons named on the booking and their parent or guardian for all party members who are under eighteen (18) when the booking is made. Therefore, to confirm a booking it is necessary that all rooms have at least the name of one customer. By making the booking, the AGENCY is confirming that all persons named on the booking accept the Terms and Conditions and that the AGENCY will inform the other persons named on the booking of the confirmation details and any other appropriate information. By making the booking, the AGENCY also becomes responsible for making all payments due to BEDSONLINE.

Once BEDSONLINE has received the AGENCY booking and all appropriate payments, BEDSONLINE will confirm by issuing a confirmation e-mail containing a booking voucher including the booking reference.

The booking request will not be confirmed by BEDSONLINE and the transaction is not considered completed until the AGENCY 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 AGENCY. Therefore, BEDSONLINE will confirm the booking once the full price is paid by the AGENCY.

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

AGENCY shall check the booking voucher carefully as soon as the AGENCY receives it and contact the BEDSONLINE customer services immediately if any information which appears on the booking voucher or any other document appears to be incorrect or incomplete. As BEDSONLINE acts only as AGENCY's travel agent, BEDSONLINE will have no responsibility for any errors in any documentation except where those errors were made by BEDSONLINE 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 AGENCY to BEDSONLINE (or subsidiaries/ affiliates)
- Voucher or deliverable documents. The documents provided by BEDSONLINE are for the sole reference of the AGENCY. The voucher for the consumer **MUST** be issued by the AGENCY and it must indicate that it is payable by the company designated in the documents issued by BEDSONLINE unless otherwise agreed in writing with BEDSONLINE, including the following wording: "Payable through *[the appropriate BEDSONLINE company that corresponds to the destination booked]*, acting as agent for the service operating company". The consumer shall present the AGENCY's voucher with BEDSONLINE' 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 BEDSONLINE and the service supplier. Moreover if the service supplier renders the services, BEDSONLINE shall not be responsible for its payment.

## GENERAL

The AGENCY 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 AGENCY accepts that these Terms and Conditions apply to each and every transaction.

AGENCY 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 (i.e. taxes, city taxes, fees, commissions, etc.).
- 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).
- AGENCY is also obliged to provide a voucher for the services that contains the following wording: "Payable through [the appropriate BEDSONLINE 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 BEDSONLINE 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 BEDSONLINE will not be responsible for the passenger's luggage.

Whenever the European Package Travel Directive must be applied due to the intention to include any of the Travel Services provided by BEDSONLINE in a package, the AGENCY undertakes to strictly comply with the Package Travel Directive 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 end consumer, requesting its signature and approval of the package travel conditions when necessary. Except when expressly admitted by BEDSONLINE, it will not be considered as an "Organiser", "Trader" or "Retailer" in accordance with the applicable European Package Travel Directive.

## WARNING – USA RESTRICTIONS ON TRAVEL TO CUBA

No Bookings for Travel Services in Cuba shall be facilitated, arranged or made by or through BEDSONLINE USA Inc. The AGENCY 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.

Without prejudice to any of BEDSONLINE' other rights, BEDSONLINE reserves the right to deny access to the website and/or cancel the bookings wherever and whenever BEDSONLINE believes (in BEDSONLINE' absolute discretion) that the AGENCY is in breach of any of this Agreement or the Terms and Conditions or Legal Notes which are applicable to the webpage and/or the transactions carried out through the website.

## 5. BOOKINGS

Bookings will be made by the AGENCY through the website of BEDSONLINE. Only bookings which have generated a reference number shall be considered as processed.

In the event of line failures, the AGENCY shall confirm through the BEDSONLINE website if the booking was made successfully. The AGENCY will be solely responsible for bookings made or modifications to them and for the administrative processing which is carried out with its codes or modifications in use of its power, as well as any type of operation carried out by the aforementioned AGENCY, whether using the website or the INTEGRATION, assuming sole responsibility for all of the obligations that may be derived from it.

With regard to the field entitled "Agency Reference", the AGENCY must introduce its own reference number. The "Agency Reference" will be essential for the validation of the booking and will appear on the invoice that BEDSONLINE issues to the AGENCY for its confirmation. The payment of invoices will be done with the aforementioned unique reference number, without any need to request any travel documents whatsoever from BEDSONLINE (travel voucher-stub)

In the event of cancellations being made by the AGENCY, these will be governed by the legal regulations applicable at each time or by the cancellation periods and costs which are applicable in each case.

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. BEDSONLINE 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 BEDSONLINE does not warrant that the Local Tax/Fee Estimations shall be accurate and the AGENCY acknowledges and agrees that the Local Tax/Fee Estimations are provided as estimates only. The AGENCY further acknowledges that Local Taxes and Fee Estimations, may change from time to time. As a result, BEDSONLINE 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 AGENCY.

The AGENCY will not deliver the voucher issued by BEDSONLINE to its end consumers until they have entirely paid the booking. The delivery of the voucher by the AGENCY to its end consumer imply its compulsory payment by the AGENCY to BEDSONLINE.

Whenever the European Package Travel Directive must be applied due to the intention to include any of the services provided by BEDSONLINE in a Package Travel, the AGENCY undertakes to strictly comply with the European Package Travel Directive 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 end consumer, requesting its signature and approval on the package travel conditions when necessary. Except when expressly admitted by BEDSONLINE, it will not be considered as an "Organizer", "Trader" or "Retailer" in accordance with the applicable European Package Travel Directive.

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## 6. SPECIAL RATES FOR DYNAMIC PACKAGING.

Should BEDSONLINE provide special rates to the AGENCY for packages containing means of transport or other services + hotel, the AGENCY undertakes never to use these rates for "hotel only" and the price of the package may never appear with a breakdown of the cost of the services included.

## 7. PRICE RATES AND PAYMENT

The prices shown are commissionable or net depending on what has been agreed between BEDSONLINE and The AGENCY, and the payment to BEDSONLINE is the net amount.

**Net or recommended prices** (not subject to commission or subject to discounts/own commissions) include sales taxes (GST, ITBIS, VAT or other similar taxes). Any increase in the applicable tax will be passed on via increase in price.

**Commissionable prices** will be on Recommended Retail Price including sales tax (GST, ITBIS, VAT or other similar taxes). In order to calculate the agency commission under no circumstances will local rates be included. Any increase or change in the applicable tax will be passed on via an increase in price.

The AGENCY will expressly authorise BEDSONLINE to invoice the net service or to invoice in its name the commissions which it should receive, with a breakdown of VAT where appropriate. Any increase or change in the applicable tax will be passed on via an increase in price.

### • PRICES PER TRAVEL SERVICE:

TYPE OF TRAVEL SERVICE	PRICE CONDITIONS
Hotels and other accommodation establishments	Prices quoted are per person per night or per unit per night.  Price does not include any extra services such as telephone calls, insurance, laundry service, minibar, parking, etc., which shall be paid directly by the end consumer.
Transfers	Prices quoted are per person per service.  In most cities, these are provided not as a complementary and/or additional service to accommodation, but as an independent service.
Excursions	Unless otherwise indicated, prices quoted are per person per service.
Car rental	Prices quoted are per vehicle per day.  Price includes service as specified in special terms and conditions to be applied.
Tickets	Prices quoted are per show or event.
Vacation Rental	Service as specified in the booking confirmation.  The following items could be excluded from the price: (i) any refundable deposits which may be required by properties, (ii) non-refundable fees for services (i.e. cleaning services, Wi-Fi etc) and (iii) local taxes. These should be paid by end consumer at arrival if applicable. Any of these items should always be informed at the time of booking and written in the voucher.

### **Unauthorized room blocks for accommodation services**

Holding Room Blocks is considered a prohibited behaviour.

The use of the Website is limited to FIT bookings and as such HBG' database inventory is protected against any other unauthorized use.

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

Should any such blocks be detected, HBG reserves the right to deny and cancel said bookings in its sole discretion.

### **8. METHOD OF PAYMENT**

- a. **CREDIT:** BEDSONLINE may grant a credit line to the AGENCY upon signature of a separate financial agreement. The activation of the credit line will be subject to the signature of such financial agreement.

In the event that the credit line is for any reason suspended or cancelled by BEDSONLINE, or exceeded, BEDSONLINE reserves its right to suspend or deactivate at any time the access codes of the AGENCY.

In the event that the bookings are created whilst the credit line is suspended/cancelled or exceeded, the payment terms in clause 7.b will apply.

- b. **PRE-PAYMENT:** Unless credit is granted and active in accordance with this clause 7.a all services must be paid before cancellation fees are applied. If no payment is made before incurring cancellation fees, the booking will be automatically cancelled. In the event of non-refundable bookings and bookings made at the time they accrue cancellation fees, they shall be paid at the moment of booking.

### **9. PAYMENT CONDITIONS**

Invoices must be paid in full. No deductions by the AGENCY are allowed. Any disagreement regarding the invoice must be communicated to BEDSONLINE within twenty (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:** For payments by bank transfer the AGENCY shall send to BEDSONLINE, 72 hours before cancellation fees are applied, the SWIFT reference, stating clearly the bank account number and the effective date of payment, being AGENCY's responsibility that this bank receipt is delivered to BEDSONLINE within the required deadline.
- **Credit card:** For credit card payments, the AGENCY shall include all required information in the system. The AGENCY is responsible for the veracity of the information it provides to BEDSONLINE.

AGENCY must ensure it obtains, and keeps records of, signed authorizations from the credit card holder. BEDSONLINE may request that payments made by credit card be accompanied by a fax authorizing the charge by means of credit card, which is to be sent to BEDSONLINE, duly signed by the credit card holder, including a copy of the passport or national identity document of the card holder. Additional fees may apply when using credit cards. In case of chargebacks, AGENCY warrants that it will assist BEDSONLINE by contacting the credit card holder and providing all documentation which supports the legitimacy of the transaction including but not limited to signed credit card authorization form from the credit card holder. AGENCY shall be responsible for and shall indemnify BEDSONLINE for all chargebacks related to bookings made by AGENCY. The parties acknowledge and agrees that the costs, expenses, losses and damages of or resulting from the fraudulent booking or charge back will be assumed by the AGENCY. In case the fraudulent booking or charge back is received after the payment of the appropriate commission, BEDSONLINE will be entitled to deduct such amount from the payment of subsequent commission, by notifying the AGENCY of such circumstance.

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

BEDSONLINE shall be entitled to claim for and receive payment of any expenses which have been incurred by BEDSONLINE, 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.

Should the AGENCY be required by law to make any deduction or withholding of taxes from any payment due to BEDSONLINE under this Agreement, AGENCY will (i) timely and properly prepare and submit any necessary filings and remit such taxes to the appropriate taxing authority, (ii) provide BEDSONLINE with governmental receipts evidencing AGENCY's withholding and payment to the appropriate tax authorities in a timely manner and (iii) increase each payment related to this Agreement to the extent necessary to ensure that BEDSONLINE actually receives the amount that BEDSONLINE would have received if such payment had not been subject to taxes.

## 10. COMPENSATION

Both parties are entitled to credit compensation between one another as a result of this agreement or the provision of the service set out in this agreement. For information purposes only, compensable concepts include but are not limited to: claims from end AGENCYs for which one of the parties is liable (in accordance with the provisions of clause NINE), claims by end suppliers of services attributable to the AGENCY and any sales rebate earned by means of discounts from invoices pending payment to BEDSONLINE.

## 11. LIABILITY

The AGENCY shall be liable for the acts and omissions of its end consumers. In this case, BEDSONLINE and/or the Travel Service supplier reserve the right to automatically cancel end consumer bookings with no right of the end consumer to any compensation whatsoever.

The AGENCY (whether or not this Agreement has been terminated) shall at all times hold harmless and keep fully indemnified BEDSONLINE 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 AGENCY or any of its servants, agents or contractors of any of the provisions of this Agreement.

BEDSONLINE acts as the AGENCY's agent and as an independent intermediary in the contracting of accommodation and other Travel Services, and thus shall not be held liable for any acts, omissions, breaches or negligence of any such independent businesses or any damages or expenses resulting from the aforesaid, including but not limited to damages resulting from death, injury, illness, damage, loss, accident, theft, delays or any other irregularity or quality issues which may arise (i.e. delays, overbookings, etc.), whether directly or indirectly, from the supply of Travel Services by Travel Services suppliers which have been contracted via BEDSONLINE.

BEDSONLINE shall use reasonable endeavours to ensure that suppliers of Travel Services accept liability and indemnify, when reasonably applicable, from and against any claims of the AGENCY's guests arising from the provision of the Travel Services. Therefore, the AGENCY hereby commits to ensure that, when possible, the end consumer files any claim for the Travel Services directly with the Travel Service supplier who will be the only liable for the complaint. The AGENCY also acknowledges that BEDSONLINE has no control over the provision of the Travel Services.

BEDSONLINE, acting as intermediary, will assist the AGENCY on incidents and complaints handling. Such assistance will consist of informing the supplier of the Travel Services about the complaint.

Neither Party shall be liable for any indirect, special, punitive, exemplary 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.

Notwithstanding the above BEDSONLINE's entire liability under this Agreement, whether in contract, tort, breach of statutory duty, or otherwise shall not exceed the sums paid by the AGENCY to BEDSONLINE for the specific Travel Services in question

## 12. DISCLAIMER

The information on the BEDSONLINE website is posted in good faith but BEDSONLINE cannot guarantee that it is completely free from inaccuracies and typographical errors and does not accept liability for any error or omission on the BEDSONLINE 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 a tariff error affecting the price of a confirmed booking, BEDSONLINE is expressly entitled to modify the affected booking to reflect the correct tariff given previous notice to the AGENCY. If BEDSONLINE offers the AGENCY the option to cancel the booking and the AGENCY does not cancel the same within the time given, it shall implicate the acceptance of the corrected rate and any applicable discount that at its sole discretion and as a mere gesture of goodwill, BEDSONLINE might have decided to apply (if any). Notwithstanding the above BEDSONLINE or the supplier reserve the right to cancel the booking and in the event of such cancellation, without incurring any liability to the AGENCY, BEDSONLINE will refund monies paid by the AGENCY in relation to such booking (if applicable).
- To the maximum extent permitted by law, BEDSONLINE disclaims all warranties, express or implied, with regard to the information, services and materials contained on the web. All such information, services and materials are provided "as is" and "as available" without warranty of any kind.

BEDSONLINE, acting as intermediary, will assist the AGENCY on the incidents and complaints handling. Such assistance will consist on informing the service provider about the complaint and make its best endeavours to ensure that the service providers accept liability and indemnify from and against any claims of the AGENCY's end consumers arising from the provision of the BEDSONLINE PRODUCT. Therefore the AGENCY hereby commits to ensure that, when possible, the end consumer files any claim directly with the service provider who will be primarily liable for the complaint. The AGENCY acknowledges however that BEDSONLINE has no control over the provision of the services rendered by the service provider.

## 13. 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 the AGENCY shall inform BEDSONLINE 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 BEDSONLINE. In case the original booking cannot be fully utilized due to the Force Majeure Event BEDSONLINE will reimburse the part of the booking that was not used at a later stage after the event. BEDSONLINE will not be responsible for the costs of any new accommodation or service offered to the end consumer should a Force Majeure Event occur at the destination. For this clause, Expenses means any monetary outlay that cannot be recovered by BEDSONLINE 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 BEDSONLINE for services rendered, including but not limited to BEDSONLINE 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.

## 14. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

"Confidential information" is considered as any information or datum relating to this contract and commercial relationship.



It is expressly prohibited to fully or partially disclose to third parties, be they physical persons or legal entities, which are not party to this commercial relationship, any confidential information that the parties may be able to access through the contracting and performance of this commercial relationship.

Both parties guarantee that their employees, customers, providers, subcontractors and other persons involved in the cooperation agreements between BEDSONLINE and the AGENCY, comply with the confidentiality obligations contained in this agreement. These confidentiality obligations are of an indefinite nature and must be maintained whether or not relations between the parties come to an end, from the date that this contract is signed.

#### **ACCESSING PERSONAL DATA**

Each Party and, where applicable, its representative/s, are informed that their personal data will be processed by the other Party for the purpose of allowing the correct development, compliance and control of the agreed provision of services, with the basis of the processing being the fulfilment of the contractual relationship between the Parties. Either Party's identification is a necessary requirement in order to formalize this Agreement.

The data will be kept by the relevant Party during the term of the Agreement and even once the same has been terminated, until the eventual responsibilities derived from the Agreement have prescribed. The data may be disclosed to banks and other financial entities for the management of payments to be made under the Agreement, and to Public Administrations as required by applicable Law and for the purposes contained therein.

The Parties may exercise their rights to request access to their personal data, rectification or erasure of such data, and their right to object, data portability and restriction of their processing, by means of a written request to the other Party, to the addresses indicated in the heading of this Agreement, in addition to filing a claim before the local Data Protection Agency.

Each Party may contact the other Party's Data Protection Officer (DPO) through the following e-mail and/or postal addresses: [dataprotection@hotelbeds.com](mailto:dataprotection@hotelbeds.com).

In the event that either Party processes personal data on behalf of the other as part of the provision of the services under this Agreement, the Parties shall regulate such processing by means of a Data Processing Agreement (DPA), which may be accessible through this link ([http://group.hotelbeds.com/comms/Data\\_Processing\\_Agreement\\_Terms\\_FINAL.pdf](http://group.hotelbeds.com/comms/Data_Processing_Agreement_Terms_FINAL.pdf)) or attached to this Agreement and shall make up part of the terms and conditions of this Agreement.

#### **15. HEALTH & SAFETY (H&S)**

BEDSONLINE shall not be held liable for any responses, information, contents, acts, omissions, or any breaches of any such independent businesses in relation to H&S matters. BEDSONLINE shall not be liable for the information provided by suppliers in relation with the H&S audits being the suppliers the only responsible of meeting all the legal requirements and obligations in terms of H&S.

BEDSONLINE has no legal or contractual obligation to provide H&S information that it might receive from the services provided or to request such information to it, being the information or support given a mere commercial gesture which can be denied or revoked by BEDSONLINE at any time.

The AGENCY will at all times save harmless and keep fully indemnified BEDSONLINE from any claim arising from the use that it can give to the information, response, contents, etc. received by suppliers. The AGENCY accepts that all the information related to H&S is a Confidential Information and must not be disclosure under any circumstances.

#### **16. PUBLIC ANNOUNCEMENTS/EXTERNAL COMMUNICATION**

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

#### **17. PROPERTY RIGHTS AND OTHER RIGHTS**

The AGENCY acknowledges and agrees that intellectual property items and rights (including but without limitation to copyright, patent, trademarks for products or services and industrial secrets) relating to the INTEGRATION (including but without limitation to its General Terms and Conditions, rules, directives and procedures, and Confidential Information of BEDSONLINE), which the AGENCY receives or accesses are the exclusive property of BEDSONLINE or its providers.

## **CONTENTS**

BEDSONLINE grants the AGENCY, under the terms and conditions of this agreement, a non-exclusive licence, which is free of royalties and non-transferable, to see and use the items supplied or included in the content of the accommodation or other services (texts, photographs, descriptions, maps) available through the INTEGRATION of BEDSONLINE (hereinafter, the CONTENT). The term of this licence will be subordinate to the term of this agreement. This licence may be revoked by BEDSONLINE at any time by serving one month's notice to this effect.

The AGENCY is authorised to use the provided CONTENT exclusively for the promotion and sale of the services provided by BEDSONLINE.

The AGENCY acknowledges and accepts that it will not acquire any other right to the CONTENT, with BEDSONLINE or its providers remaining the only proprietors thereof.

To the extent permitted by law, BEDSONLINE excludes any warranty regarding the veracity, accuracy or the intellectual property (IP) rights of the materials and contents on this website. The AGENCY accepts that BEDSONLINE cannot guarantee that the information, pictures or images are excluded from third-party IP rights since such content is uploaded and proportioned by independent parties. BEDSONLINE is not responsible for any act, omission, negligence or breach of third-parties rights caused by the services provider promoted in our XML integration system or any damage or expense resulting from the aforementioned breach.

## **18. TERMINATION OF THE CONTRACT.**

BEDSONLINE and the AGENCY may terminate this contract by serving 30 days' written notice to this effect, if the AGENCY or BEDSONLINE partially or fully breaches any of their obligations as established in this contract, especially those of payment, or should the AGENCY be declared as in arrangements with creditors. The party affected will have five working days to reply (as a "cure period") and if the reply does not resolve the matter, the contract will be terminated.

Likewise, BEDSONLINE may terminate this contract immediately if the AGENCY on its website or through INTEGRATION promotes, displays or issues links to websites which promote or display (i) any type of pornography or images with sexual content, (ii) misleading, abusive, violent, racist or discriminatory content or content which promotes any type of hatred or rejection, (iii) content which infringes or could infringe the intellectual property rights of third parties, (iv) defamatory or slanderous content relating to persons or organisations, whether these are private or public; or via any mechanism which (v) generates or allows any transaction which is not carried out in good faith, including but without limitation to those carried out by means of any program, robot, routine, JavaScript, pop-up windows, etc.

The communication of BEDSONLINE to the AGENCY terminating the contract will implicitly cause: 1) the immediate cancellation of the agreement and loss of access to the BEDSONLINE product, 2) the immediate cancellation of the access codes to the BEDSONLINE website, and 3) the immediate loss of validity and effect in respect of third parties of the vouchers and tickets/contracts in its possession, which it must deliver to BEDSONLINE within a maximum of 48 hours from the notice of termination of the contract.

## **19. ASSIGNMENT OF RIGHTS**

BEDSONLINE reserves the right to assign all or part of its obligations or rights arising from this contract to any affiliate or parent company or any subsidiary of its parent company.

The AGENCY is not authorised to assign any obligation or right arising from this agreement or any other agreement which it completes, with respect to a third party, except with the prior written consent of BEDSONLINE. In the event of any subsidiary agency, associate or franchise holder profiting for any reason from the provisions of this agreement and ceases to form part of said agreement, undergoes a change in its management, ownership or equity stakeholders, the AGENCY must inform BEDSONLINE of such a circumstance, and BEDSONLINE reserves the right to bring this agreement to an end and require the AGENCY to act accordingly so as to comply with any outstanding obligations.

## **20. ANTI- BRIBERY, TRADE RESTRICTIONS AND BUSINESS ETHICS**

BEDSONLINE 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 AGENCY 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 AGENCY and/or BEDSONLINE may be subject from time to time. The AGENCY shall provide supporting evidence of such compliance as BEDSONLINE shall reasonably request. Violation of this paragraph by the AGENCY shall be a Material Breach of this Agreement and may result in the immediate termination of the contract and/or legal action.

The AGENCY 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 AGENCY represents, warrants and undertakes that it does and will comply in all respects with all applicable Sanctions that it or BEDSONLINE 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.

## 21. CORPORATE SUSTAINABILITY

In support of Hotelbeds Group commitment to Corporate Sustainability, as evidenced by its Corporate Sustainability Policy, which the AGENCY hereby acknowledges to have read (<http://group.hotelbeds.com/policy/hotelbeds-group-corporate-sustainability-policy-external.pdf>) the AGENCY commits to make a reasonable endeavour 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 AGENCY agrees to implement preventive measures and procedures to ensure that neither it nor any other person in its supply chain uses trafficked, bonded, child or forced labour or has attempted to use trafficked, bonded, child or forced labour within its supply chain and ensure children are protected from tourism related sexual exploitation and all potential forms of abuse. In order to strengthen responsible activities, BEDSONLINE has signed up the Code of Conduct for the Protection of Children from Sexual Exploitation in Travel and Tourism (The Code - [www.thecode.org](http://www.thecode.org)) and will implement an Action Plan accordingly to protect children at local levels. A copy of Hotelbeds Group’s Child Protection Policy can be found here (<http://group.hotelbeds.com/policy/hotelbeds-group-child-protection-policy-external.pdf>)

The AGENCY agrees to procure that it and any other person who performs services and/or supplies goods within the AGENCY’s supply chain for the AGENCY shall comply with all applicable law relating to slavery and human trafficking (Anti-Slavery Requirements) including the Modern Slavery Act 2015, and at AGENCY’s request, provide BEDSONLINE with any information or reasonable assistance to enable BEDSONLINE to identify the AGENCY’s supply chain and to perform any activity required by any regulatory body for the purpose of complying with Anti-Slavery Requirements. A copy of Hotelbeds Group’s Modern Slavery Statement can be found here [http://group.hotelbeds.com/comms/sustainability/hotelbeds\\_modern\\_slavery\\_statement.pdf](http://group.hotelbeds.com/comms/sustainability/hotelbeds_modern_slavery_statement.pdf)

The AGENCY 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/ipec](http://www.ilo.org/ipec)) and will comply with all applicable international and national legislation in force, regulations and codes of practice, especially in human rights matters.

In case of breach of this clause by the AGENCY, BEDSONLINE may, at its sole discretion, terminate the present contract immediately.

## 22. COUNTERPARTS

Facsimile copies or photocopies of signatures shall be as valid as originals and transmission by facsimile or electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart. If delivered by electronic mail, the executed Agreement must be delivered in .pdf format.

### **23. SURVIVAL**

The rights and obligations under this Agreement that by their nature should survive, including but not limited to the indemnification obligations, will remain in effect for one (1) year after the Effective Term.

### **24. LEGISLATION AND JURISDICTION**

This Agreement and any actions and proceeding brought hereunder shall be governed by the laws of the State of Delaware without regard to conflict of laws principles.

Any action or legal proceeding to enforce any provision hereof, or based on any right arising out of, this Agreement shall be brought exclusively in the courts of the State of Delaware, or if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and AGENCY and BEDSONLINE hereby consent to the exclusive jurisdiction of such courts and of the appropriate appellate courts in any such action or legal proceeding and waive any objection to venue or jurisdiction in connection therewith.

The previous clauses will be valid only if this document is returned by the AGENCY having been correctly stamped and signed by BEDSONLINE.



## SERVICE TERMS AND CONDITIONS

### ➤ GENERAL

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

It is understood that the end consumer shall carry with him/her all his/her luggage and personal belongings when travelling by land, irrespective of the location within the vehicle where these are stowed, and that such luggage and personal belongings are carried at his/her own risk. End consumers are recommended to be present during handling, loading and unloading of any items of luggage.

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

In any case BEDSONLINE will not be responsible for the end consumer's luggage.

### ➤ ACCOMMODATION SERVICES

#### Children

Special conditions for children are agreed upon with each service provider and are not based on any one criteria; therefore, and given that each accommodation establishment/supplier applies its own special conditions or discounts, the end consumer shall enquire about this point when making his/her 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) – Cots/cribs and its availability is subject to the accommodation establishment's confirmation. In the event that this service is required, please indicate this when making the booking, as some accommodation establishments have a limited availability of such items. This extra service can be paid by the end consumer directly at the accommodation establishment, if required.

#### Third Person in Accommodation Services

Almost all accommodation establishments will treat a booking for a third person as a double room with an extra bed. The end consumer shall consult the supplement and/or discount applicable for an extra bed to be occupied by an adult, as this varies depending on the accommodation establishment. There are accommodation establishments with very few available extra beds, so it is imperative that the end consumer ensures their availability when making his/her booking. Failure to do this may result in non-availability of the extra bed at the accommodation establishment, with no right to claim any service provision or amount whatsoever from BEDSONLINE.

#### No Show in Accommodation Services

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

BEDSONLINE shall inform the AGENCY of charges payable, which may range from the cost of one night to 100% of the cost of the booking.

#### Modifications

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

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 Travel Service purchased, the AGENCY 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.

Cancellation costs may vary depending on the destination, dates and relevant accommodation establishment.

If for exceptional reasons the cancellation is not made via the Website, it must be sent in writing to BEDSONLINE detailing the destination and booking number. BEDSONLINE shall send an acknowledgement of receipt and inform of all the charges, if any, which may be applicable. The AGENCY shall be responsible for obtaining the confirmation and/or acknowledgement of receipt of the cancellation of the booking by BEDSONLINE. Any charges for



cancellations made directly by the consumer with the accommodation establishment which are charged by the supplier to BEDSONLINE shall be paid, in turn, by the AGENCY to BEDSONLINE.

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

For no-shows or early check-outs, the accommodation establishment may charge the full amount of the original booking, in which case reimbursement to the end consumer shall not apply.

Bookings made via the Website may be cancelled by request of either Party with no penalty whatsoever in a Force Majeure event (as defined in this Agreement), 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 end consumers.

#### Important

- Throughout the year, some accommodation establishments may change name or trade name, which shall not be construed as a change of accommodation establishment 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 accommodation establishment and/or at the airport. BEDSONLINE 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"). Notwithstanding the foregoing, BEDSONLINE does not warrant that the Local Tax/Fee Estimations shall be accurate and the AGENCY acknowledges and agrees that the Local Tax/Fee Estimations are provided as estimates only. The AGENCY further acknowledges that Local Taxes and Fee Estimations, may change from time to time. As a result, BEDSONLINE 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 AGENCY.

- The categories of the accommodation establishments have been provided by the accommodation establishments themselves and are in accordance with specific regulations applicable in each country. An accommodation establishment in one country, therefore, may not be similar in terms of services and quality to an accommodation establishment in another, despite belonging to the same category.
- BEDSONLINE provides the information supplied by the accommodation establishment regarding the existence of works of refurbishment or renovation of the establishment, as well as duration thereof. BEDSONLINE 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 end 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 establishment 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 property belonging to the accommodation establishment, mini bar usage and other such amenities. The AGENCY is obliged to inform about this requirement to end consumers.

#### ➤ TRANSFER SERVICE

The following additional Terms and Conditions apply to the AGENCY's booking transfer services through BEDSONLINE system.

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

Up to the date of the service provision, the AGENCY has the responsibility to keep BEDSONLINE informed and up to date on flight/train/boat arrival and departure times, and any other services that may be required will be organised based on the information that the AGENCY provides. If the information supplied is



incorrect, BEDSONLINE will not be held liable and may not be able to guarantee correct service provision.

BEDSONLINE is not obliged to carry any child under the age of 14 unless that child is accompanied by a responsible person aged 16 or over. In some destinations children under the age of 2 may be charged a fee for occupying a seat, in others said child may travel free if accompanied by a full fare-paying passenger over the age of 16. Children over the age of 2 require a booking to be made for them.

Child restraint systems: BEDSONLINE will take all reasonable measures to ensure that its suppliers confirm availability of child restraint systems sufficiently in advance. Additional charges may apply. Child restraint regulations differ across the world. The AGENCY shall verify those regulations in the destination of the end consumer's transfer and act accordingly in order to avoid mishaps on the spot.

The service booked may only be used by the end consumer(s) named on the booking or for whom it has been purchased, and may not be transferred to or used by anyone else. The end consumer that requests the Website 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 Website of BEDSONLINE.

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. The end consumer shall check that the information included is correct, otherwise BEDSONLINE should be contacted immediately. BEDSONLINE will not accept any liability in case the end consumer is not in possession of the printed bonus.

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

BEDSONLINE advises the end consumer to request transfer service confirmation no less than 24 hours before service time.

Modifications. The destination and pick-up addresses on the voucher are the addresses where the end consumer 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. BEDSONLINE 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 and may incur additional charges depending on applicable cancellation policies. BEDSONLINE must be informed of any modifications to the flight number.

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

No reimbursement to the end 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 end consumer without prior warning shall be considered a cancellation.

No reimbursement to the end consumer shall be made in the event of a 'no-show' without prior consultation with and express authorisation from BEDSONLINE, who shall inform the AGENCY 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 AGENCY. The voucher must be checked for errors.

The end consumer must take the voucher with him/her whenever he/she travels on a service, and must produce the voucher for inspection when requested. The end consumer 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 end consumer travels with it, he/she will be considered to have travelled without a voucher.



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

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

If the end consumer arrives later than the scheduled departure time, BEDSONLINE may give the seat to another end consumer, in which case the first-mentioned end consumer will be considered to have missed the service. BEDSONLINE shall not be liable to the end consumer 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 end consumer, or to provide a seat on any other service if the end consumer misses a service.

All transfers will be carried out on the day stated on the voucher. The end consumer 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 end consumers be at the airport at least 2 hours before the scheduled departure time of their flight.

If the end consumer misses his/her flight or it is delayed, BEDSONLINE can provide the end consumer 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 end consumer.

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

The end consumer undertakes to comply with the particular rules established by the transfer Travel Service supplier during the transfer service.

#### Luggage

End consumers are entitled to ONE SUITCASE and ONE piece of hand luggage each. Any excess luggage must be declared at the time of booking. The service provider may charge a fee for any excess luggage.

BEDSONLINE must be informed of items such as, but not limited to sports equipment (golf clubs, skis, windsurf boards etc.) and electric wheelchairs. Any voluminous item will be subject to an additional charge,

except for voluminous items needed by their owners for personal disabilities, such as electrical wheelchairs. Extra charges may be made at BEDSONLINE' absolute discretion and depending on the transfer supplier and the destination. Such extra charges must be paid before departure otherwise BEDSONLINE may refuse transport of the aforementioned items.

Luggage must be clearly labelled with the end consumer's name and destination address.

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

#### Transfer Service

BEDSONLINE 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 BEDSONLINE reserves the right to refuse any reimbursement and no alternative transfer service will be provided.

End consumers 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 BEDSONLINE with end consumers utilising a Limousine. In such cases reasonable amounts of alcohol consumption during the transfer is allowed. Smoking is not permitted, except where express permission has been given by the driver.

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

#### Confirmation of departure pick-up and location.

End users are recommended by BEDSONLINE to use all the options provided on their voucher to confirm their pick-up time and location. If end consumers do not confirm the pick-up service, it may be cancelled by the service provider and no-show charges applied.

In the exceptional circumstance of end consumers failing to obtain the pick-up time and location, it can be verified at [www.checkpickup.com](http://www.checkpickup.com).





If during their stay at the destination end consumers are diverted to another accommodation establishment, the pick-up and location of the transfer may vary, which should be confirmed by telephone in advance. The service provider may apply additional charges.

Pick-up and drop-off point.

BEDSONLINE will not accept any liability whatsoever (including but not limited to alternative transport costs and telephone calls) if end consumers are not at the pick-up point assigned at the specified time on their reservation voucher.

In some destinations, service providers cannot guarantee that transfer pick-ups and drop-offs will be to and from the accommodation establishment's entrance. BEDSONLINE will inform end consumers of this circumstance on their vouchers and during the reservation process. The pick-up and/or drop-off point may also vary as a result of specific limitations in the area where the accommodation establishment is located, such as traffic restrictions, pedestrian areas, roadworks, traffic conditions, etc. When any such restrictions occur, the vehicle will stop at the nearest pick-up and/or drop-off point accessible to the accommodation establishment.

Arrival services – Delays

In the event of delays at customs or during baggage reclaim, the end consumer must contact the service provider as soon as possible, using the telephone numbers provided on the service voucher. BEDSONLINE cannot guarantee that the transfer service will be provided if the waiting time exceeds the length of time contracted, and the service provider may classify the delay as a no-show.

If the transfer service pick-up point is at an airport, port or railway station, and the flight, boat or train is diverted, delayed or cancelled, BEDSONLINE recommends end consumers to contact the service provider using the telephone number provided on the transfer voucher.

BEDSONLINE will do everything in its power to adapt the changes that need to be made to the new situation. BEDSONLINE accepts no liability in the event of the service provider applying additional charges as a result of any change in the pick-up dates.

Private transfers: If the information supplied by the AGENCY and/or end consumer is accurate and updates are provided up to the date of the service, the service provider will check the status of the flight, boat or train

in the event of any delay, and will arrive at the pick-up point at the updated arrival time.

If the end consumer's flight, boat or train is delayed by up to three hours from the estimated arrival time, the service will be provided in accordance with the updated time on the day of the service.

If the end consumer's flight, boat or train is delayed by more than three hours from the estimated arrival time, or it is cancelled or diverted, leading to an arrival time more than three hours after the originally estimated time, the end consumer must contact the service provider to confirm the new arrival time and availability of the service. In this case, the service provider may apply an additional no-show charge up to the full cost of the reservation.

Shared transfers: The transfer provider is not responsible for confirming arrival times of the flight, boat or train. In the event of any delay, cancellation or diversion, the end consumer must contact the service provider, which will then allocate the service to the next departure vehicle available (subject to availability and times of service). BEDSONLINE will not be held liable in the event of any additional charges as a result of the end consumer's relocation, or as a result of having to search for an alternative service due to this circumstance

Departure services - Waiting time.

Transfer times are calculated depending on the traffic and number of stops *en route*. When booking a shared transport service, the travel time may be longer to allow for several stops to pick up/drop off passengers. Pick-up for a shared transfer service to the airport may be some hours before your flight.

If the end consumer's transfer has not arrived at the assigned pick-up point 15 minutes after the previously confirmed pick-up time, and the end consumer has followed the procedure stipulated on the voucher by calling the transfer provider to request the service, the end consumer must seek an alternative method to travel to the airport, in order to mitigate any possible financial losses. The end consumer must obtain a receipt for the alternative transport to the airport, and send it to BEDSONLINE. BEDSONLINE will conduct an investigation with the service provider to clarify the situation and determine liability for the parties, and the full cost of the alternative transport service may then be reimbursed. BEDSONLINE will not be held liable for any additional costs in the event of the flight, boat and/or train being missed.



### Liability

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

BEDSONLINE shall have no liability for any delay or failure to carry the end consumer or for breach of contract when caused by a Force Majeure Event. BEDSONLINE' maximum liability to the AGENCY and/or end consumer(s) for any reasonable and foreseeable loss, damage or liability which the end consumer(s) may suffer or incur as a result of BEDSONLINE'S failure, breach of contract, or the deliberate or negligent acts or omissions of any of BEDSONLINE'S employees, shall be limited to the booking price for the transfer booked .

### ➤ VACATION RENTAL SERVICES

Some countries require that end consumers make a formal registry at the accommodation establishments and in these cases end consumers will be required to show their IDs/passports.

Some accommodation establishments require a refundable deposit and payment of non-refundable fees for services by end consumer in destination. In case this is applicable, it will be informed at the time of booking and this information will be shown in the voucher. Accommodation establishments will manage their procedures for return of the deposits, BEDSONLINE has no responsibility over this process.

Rating of each accommodation establishment has been done by BEDSONLINE following internal procedures, this categorization may not follow the same standards as for accommodation establishments.

Maximum capacity of each accommodation establishment is informed at the time of booking, the accommodation establishments reserve their right not to provide the services if the number of end consumers

exceeds the maximum capacity as well as to evict end consumers from their property.

The vacation rental properties are intended for vacation use, other uses (including but not limited to business uses, party plannings) are prohibited. Each accommodation establishment has its own pets policy. The AGENCY and the end consumers shall refer to the information shown at the time of booking.

Cancellation policies for vacation rental may vary from accommodation establishment to accommodation establishment. The applicable cancellation policy will be informed at the time of booking and be shown in the voucher.

