

## **SECTION 1 Booking Conditions which apply to all bookings made through somewhere2stay**

### **1.1 General**

somewhere2stay is a trading name of somewhere2stay Ltd. somewhere2stay is an on-line booking agent. As a booking agent, somewhere2stay's role is to introduce you to the providers of the services we feature on our website. You can book accommodation or transfers through us at any time, as you choose. If you book accommodation, there is no obligation to also book transfers and vice versa. When you book accommodation or transfers, your contract will be with accommodation provider, Cosmos or the transfer provider, as applicable and as dealt with below. If you book more than one service (such as stays at two or more different accommodations or accommodation and transfers) you will enter into separate contracts with each service provider. If you purchase more than one service at the same time, the price payable for those services may, for convenience only, be charged to you as an arithmetical total. No "package" is created in any circumstances including where accommodation and transfers are booked at the same time.

Please read these Booking Conditions carefully. Together with the applicable terms and conditions of the accommodation providers, Cosmos and the transfer provider and the specific information relating to your confirmed accommodation and transfers (as applicable), they form the basis of your contract with the accommodation provider, Cosmos Holidays plc or the transfer provider as applicable. These Booking Conditions also set out the basis on which somewhere2stay arranges your accommodation and/or transfers (where booked through somewhere2stay).

For car hire, please see paragraph 3 of clause 1.2 "If you book transfers or car hire".

These Booking Conditions are divided into 3 sections. In this Section 1, we have set out the Booking Conditions which apply, where relevant, to all bookings made through somewhere2stay.. In Section 2, we have set out the Booking Conditions which will apply to your booking in addition to those set out in Section 1 if your contract for accommodation is with the accommodation provider. In Section 3, we have set out the Booking Conditions which will apply to your booking in addition to those set out in Section 1 if your contract for accommodation is with Cosmos Holidays plc.

### **Interactive Maps & Hotel Videos:**

The somewhere2stay website links to various interactive mapping resources & hotel / resort / destination video coverage to enhance your search experience and provide location indications and general background information on the destinations and accommodations we offer. It is important to stress that these links are provided by 3rd parties over whom we have no control; they do not form part of any booking, and we cannot accept responsibility for any incorrect or misleading content or any difficulties in accessing the same.

## **The words we use**

In these Booking Conditions, the following words have the following meanings;-

- "we", "us", "our" and "somewhere2stay" means somewhere2stay ltd. trading as somewhere2stay.
- "you" and "your" means the person making the booking and everyone else named on the booking (including anyone added or substituted at a later stage) or any one or more of them, as applicable.
- "lead name" means the person who makes the booking.
- "accommodation provider(s)" means the owner(s)/provider(s) of the hotels, apartments, villas and other accommodation featured on this website or otherwise available through somewhere2stay.
- "accommodation" means the individual hotels, apartments, villas and other accommodation of any description featured on this website or otherwise available through somewhere2stay including all facilities and ancillary services advertised on our website in relation to your confirmed accommodation or which we have otherwise expressly agreed to book for you in connection with your confirmed accommodation.
- "Cosmos" means Cosmos Holidays plc.
- "Principal Assured" where available, means the supplement you can pay at the time of booking in return for a direct contract with Cosmos for the provision of your confirmed accommodation in accordance with these Booking Conditions.
- "arrival date" means your arrival date at your accommodation or, where you book more than one, your arrival date at your first accommodation unless otherwise stated.
- "balance due date" means 56 days prior to your arrival date except where you book 56 days or less prior to your arrival date in which case, balance due date is the date of booking.
- "transfers" means the provision of a taxi service or minibus/bus service by or on behalf of the transfer provider between the arrival airport and the accommodation and/or between the accommodation and the departure airport as featured on this website
- "transfer provider" means Airport to Hotel (UK) Limited t/as Holiday Taxis
- "car hire" means the provision of a car rental or car hire service by the car hire company as featured on this website
- "car hire company" means Sixt Holiday Cars

### **1.2 Important Note; somewhere2stay acts only as booking agent.**

#### **1. If you book accommodation and do not purchase Principal Assured**

If you do not purchase Principal Assured (where available) at the time of booking, your contract for your confirmed accommodation will be with the accommodation provider(s) concerned and no-one else. We act only as agent for that accommodation provider. The accommodation provider's terms and conditions will apply to your contract. In the event of any conflict between these Booking Conditions and the

accommodation provider's separate terms and conditions (if there are any), these Booking Conditions will apply in respect of the conflict. As agent, our responsibilities are limited to making your booking in accordance with your instructions. We cannot accept any liability for the accommodation itself, for any information concerning the accommodation which we pass on to you in good faith, for the performance of your contract by the accommodation provider or for the acts or omissions of the accommodation provider, its employees, agents or suppliers or any other person or party in any way connected with the accommodation.

## **2. If you book accommodation and purchase Principal Assured**

If you purchase Principal Assured (where available) at the time of booking, your contract for your confirmed accommodation will be with Cosmos. We act only as agent for Cosmos. Cosmos' terms and conditions will apply to your contract. As agent, our responsibilities are limited to making your booking in accordance with your instructions. We cannot accept any liability for the accommodation itself, for any information concerning the accommodation which we pass onto you in good faith, for the performance of your contract by the accommodation provider or for the acts or omissions of Cosmos, its employees, agents or suppliers or any other person or party in any way connected with the accommodation.

## **3. If you book transfers or car hire**

You can book transfers through the somewhere2stay website. If you do so, please see the following paragraph 4 "If you book transfers through somewhere2stay".

Alternatively, you may be redirected to the transfer provider's own website so that your booking is made directly with the transport provider. If you wish to book car hire, you will always be redirected to the car hire company's own website and your booking will be made directly with the car hire company. Except where otherwise stated, these Booking Conditions apply only to bookings made through somewhere2stay. All references to bookings mean, unless otherwise stated, bookings made through somewhere2stay. References to transfers booked through somewhere2stay mean bookings actually made through our website and does not include bookings made directly with the transfer provider where you are redirected to the transfer provider's website. Where you book directly with the transfer provider or car hire company, whether through their respective websites (including where you are redirected from the somewhere2stay website) or by any other means, somewhere2stay has no involvement in the booking process. Accordingly, we have no responsibility or liability for the transfers or car hire booked, for any information concerning transfers or car hire shown on this website, for the performance of your contract by the transfer provider or car hire company or for the acts or omissions of the transfer provider or car hire company or their respective employees, agents or suppliers or any other person or party in any way connected with the transfers and/or car hire. Your contract will be with the transfer provider or car hire company and will be subject to their terms and conditions. All information shown on our website is published in good faith but may be subject to change or errors. You must accordingly check all relevant information directly with the transfer provider or car hire company

#### **4. If you book transfers through somewhere2stay**

If you book transfers through somewhere2stay, your contract will be with the transfer provider and no one else. We act only as booking agent for the transfer provider. The transfer provider's terms and conditions will apply to your contract. There is a link to the transfer provider's terms & conditions on our website. In the event of any conflict between these Booking Conditions and the transfer provider's separate terms and conditions, these Booking Conditions will apply in respect of the conflict. As booking agent, our responsibilities are limited to making your booking in accordance with your instructions. We cannot accept any liability for the transfers, for any information concerning the transfers and which we pass on to you in good faith, for the performance of your contract by the transfer provider or for the acts or omissions of the transfer provider or any of its employees, agents or suppliers or any other person or party in any way connected with the transfers.

#### **1.3 Other Services**

If you or your travel agent book any services (such as a flight) which are not featured on the somewhere2stay website, those other services will be provided by and be subject to a separate contract with the supplier, tour operator or other third party who has agreed to arrange or provide the same. We do not act as agent for any such supplier, tour operator or other third party and have no involvement in, control over or liability whatsoever for those other services, suppliers, tour operators or other third parties.

#### **1.4 Contacting Us**

Where we refer in these Booking Conditions or elsewhere on this website to your contacting us for any purpose (regardless of the words used- for example "e-mail us", 'notify us', 'advise us', 'give us', etc) this means you must contact us via e-mail using the e-mail address [admin@somewhere2stay.com](mailto:admin@somewhere2stay.com) and giving us your booking reference. If you are unable to do so, please telephone us using the contact details shown under. By making your booking via the internet, you authorise us to contact you in relation to your booking using the e-mail address you provide when making your booking (or any other you provide in place of this). You must accordingly check your e-mails on a regular basis. Not all communications can go by e-mail. We may also contact you by post or by telephone if we cannot, for whatever reason, contact you by e-mail. References in these Booking Conditions to "send" includes e-mail and post, as appropriate.

#### **1.5 Your Contract**

When you book accommodation and/or transfers through somewhere2stay, we will send you an e-mail confirmation of your booking on behalf of the accommodation

provider(s), Cosmos and/or the transfer provider, as applicable, subject to prior receipt of all applicable payments and your chosen accommodation and/or transfers being available. The applicable terms and conditions of the accommodation provider, Cosmos and/or the transfer provider will apply to your contract. There is a link to the transfer provider's terms & conditions on our website. You will be required to acknowledge that you have read the applicable terms and conditions before you can complete your booking. Prior to sending you confirmation, we may send you an acknowledgement of your booking. Any such acknowledgement simply confirms that we are dealing with your booking and is not a confirmation of it. A binding contract comes into existence between you and the accommodation provider(s) concerned, Cosmos or the transfer provider, as applicable, when we send you email confirmation of your booking. The date of the contract is the date that appears on this confirmation e-mail.

If your booking is made by a travel agent on your behalf, we will send a confirmation invoice by post to your travel agent. In this case, no e-mail confirmation of your booking will be sent to either you or your travel agent. If your booking is made on your behalf by a travel agent, a binding contract will come into existence between you and the accommodation provider(s) concerned, Cosmos or the transfer provider, as applicable, when the invoice is posted to your travel agent.

When you book a transfer on the somewhere2stay website, you must provide somewhere2stay with your flight details at least 2 weeks prior to your arrival. If you e-mail this information to somewhere2stay you should include: the booking reference, outbound flight code, outbound arrival time and your required pick up time.

## **1.6 Your Confirmation Invoice**

It is important to check carefully the details of your booking as soon as you receive your e-mail confirmation, or confirmation invoice from your travel agent, as the case may be, and let us know immediately if any information appears to be incorrect or incomplete. If you want to cancel or change your booking later, you may have to pay amendment or cancellation costs (stated below) which may be as much as the total cost of the booking. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us and you notify us of it within 7 days of receiving your e-mail confirmation, or confirmation invoice (or within 48 hours of receiving your e-mail confirmation, or confirmation invoice if you are booking within 14 days).

## **1.7 Responsibility for your Booking**

For parties of two or more people, the lead name accepts responsibility for making all payments due in accordance with these Booking Conditions for all members of the party. The lead name should be at least 18 when the booking is made. We will send the email confirmation invoice and other information to that person who will in turn be responsible for ensuring that the other members of the party are kept fully

informed. Should you wish to make an amendment or cancel any booking, we must receive notification of this by email. This notification must come from the lead name. If there is no one in the party aged 18 or over when a booking is made and we agree on behalf of the accommodation or transfer provider(s) to accept the booking, the parent(s) or guardian of the lead name must email us agreeing to accept responsibility for the booking and all payments due.

### **1.8 Holiday Insurance**

You are strongly recommended to take out adequate holiday insurance. It is your responsibility to arrange this. The insurance should cover, amongst other things, the cost of cancellation by you, all medical costs and the cost of assistance including return to the UK in the event of an accident or illness. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. If you choose not to take the insurance offered through the somewhere2stay website, it is your responsibility to arrange comparable cover on behalf of yourself and all members of your party. If you cannot produce evidence of cover, on request, your booking may be cancelled or declined and applicable cancellation charges applied.

### **1.9 Payment**

#### **Accommodation bookings made more than 56 days prior to your arrival date**

At the time of booking your accommodation you must make payment in full. If accommodation is booked on your behalf by an agent your agent must pay us a deposit of £25 per person when you book a hotel is booked, £25 per apartment when you book an apartment is booked, or £130 per villa when you book a villa is booked or the full amount due for the booking, if this is less than the deposit required. Your travel agent must ensure that the balance of the total cost of your booking must be received by us no less than 56 days before your arrival date. If for any reason the balance is not received by us on time, we will remind the travel agent you that the payment is overdue. If it is still not received within 7 days of the reminder being sent, we are entitled on behalf of the accommodation provider(s) concerned or Cosmos, as applicable, to treat your booking as cancelled by you and keep the deposit. If your booking is not cancelled straight away because your agent has promised to pay, you must in addition pay the cancellation charges shown in clause 12 below depending on the date we on behalf of the accommodation provider(s) concerned or Cosmos, as applicable, reasonably treat your booking as cancelled.

#### **Accommodation bookings made 56 days or less before your arrival date**

You must pay the total cost of your accommodation booking when you book. Payment may be made by MasterCard, Visa, Delta visa and Switch/Maestro cards. We use sophisticated technology to secure your credit card details. Payment for

incidental extras (e.g. mini bars, telephone charges, etc.) must be made directly to the accommodation provider when you check out.

Transfers bookings made at any time

If you choose to book transfers on the somewhere2stay website, you will be required to pay the total cost of the transfer at the time you make the booking. Payment may be made by MasterCard, Visa, Delta visa and Switch/Maestro cards. We use sophisticated technology to secure your credit card details.

### **1.10 Special Requests and Medical Problems/Disabilities**

If you have any special requests (for example dietary requirements, cots or room location), please let us know by email at the time of booking. We will pass on all such requests to the relevant accommodation provider and/or transfer provider (if you are booking transfers through somewhere2stay) as applicable, but unfortunately neither we nor the accommodation provider/Cosmos/transfer provider can guarantee that they will be met, except as set out below. If your special request is vital to your use of your accommodation or transfers, you must advise us by e-mail of this prior to confirming your booking. If the request can be met, you must obtain specific confirmation of this from us in writing on behalf of the accommodation provider or transfer provider before confirming your booking. General confirmation that a special request has been noted or passed on to the accommodation provider or transfer provider or the inclusion of a special request on your booking confirmation or elsewhere is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability and are not guaranteed. If any additional cost is applicable, it will either be invoiced to you prior to your arrival date or should be paid for locally.

You must advise us by e-mail before you confirm your booking if you or any member of your party have an existing medical problem or disability which may affect your use of your accommodation or transfers (if booked through somewhere2stay). For example, if you use a wheelchair, you must inform somewhere2stay (if you are booking through our website) so that we can advise in relation to the suitability of your chosen accommodation and/or ensure the correct vehicle is booked to meet your needs (subject to availability), as applicable. If, in the reasonable opinion of the accommodation provider, Cosmos or the transfer provider, as applicable, your chosen accommodation or transfers is/are not suitable for your medical problem or disability or you are not travelling with someone who can provide all assistance you may reasonably require, we, on behalf of the accommodation provider, Cosmos or the transfer provider, as applicable, have the right to refuse to accept your booking. If you do not give us full details of your medical problem or disability at the time of booking, we, on behalf of the accommodation provider, Cosmos or the transfer provider, as applicable, can also cancel the booking when we find out the full details if, in the reasonable opinion of the accommodation provider, Cosmos or the transfer provider, the accommodation or transfers is/are not suitable or you are not travelling with someone who can provide all assistance reasonably required. If we cancel in this situation, cancellation charges as set out in clause 7 below must be paid by the person

concerned and we will have no liability for any costs or expenses you incur as a result.

If you book transfers and/ or car hire through the transfer provider or car hire company's own websites, somewhere2stay is not obliged, nor is it liable for any failure to forward to the transfer provider or car hire company any information you give us or we receive concerning any medical condition or disability in connection with your accommodation booking as we have no involvement in any such booking(s). It is your responsibility to make sure that all relevant information is made available to the transfer provider or car hire company at the time of booking the same and somewhere2stay is not liable for any failure to do so.

### **1.11 Making changes to your Booking**

If you want to change any of the details of your booking after the email booking confirmation has been sent to you, the lead name must e-mail us with details as soon as possible. We will pass your request on to the accommodation provider(s) concerned, Cosmos and/or the transfer provider (where transfers are booked through somewhere2stay), as applicable. If the accommodation provider(s)/ Cosmos is able to make the change, you will have to pay the administration charge shown below plus any applicable charges imposed or incurred by the accommodation provider as advised at the time we respond to your request. For transfers, the transfer provider's terms and conditions (including the applicable charges) will apply. Where a requested change to confirmed transfers can be made, the transfer provider's charges will be payable together with our administration charge of £.

- Change requested more than 15 days before your arrival date:
- Change of name(s) £15 per person
- Change requested 15 days or less before your arrival date:
- Change of lead name £15 per booking
- Other changes £25 per booking

If you change the number of people on your booking, the accommodation price will be re-calculated for the new party size. If, for example, your party is reduced in number, this may mean that accommodation is under-occupied and the remaining party members may have to pay more. If you wish to make any change to your booking while on holiday (e.g. upgrading accommodation or extending your stay), all requests are subject to availability and any extra cost must be paid immediately. A change of confirmed accommodation to different accommodation or different date amounts to a cancellation of the original accommodation unless otherwise agreed by us (on behalf of the accommodation provider(s) concerned).

Whilst somewhere2stay will make all reasonable efforts to forward change requests promptly to the accommodation provider, Cosmos and/or the transfer provider as applicable, we will not be liable for any failure to do so or any inability to make the change as a result where you have not provided the information necessary to enable the change to be made or you have not provided that information in good time.

## **1.12 Cancelling your Booking**

Accommodation is held from the time it is confirmed. The closer to your arrival date any accommodation is cancelled, the less likely it is that the accommodation provider / Cosmos, as applicable, will be able to resell it. It may also be impossible for the transfer provider to resell confirmed transfers if cancelled. Accordingly, if you cancel your booking, a charge has to be made and the later the cancellation, the more that charge will be. If you wish to cancel a confirmed booking, this must be done by email by the lead name. For cancellation of accommodation bookings, cancellation charges will be calculated as set out in the table below and will be notified to you within two weeks of cancellation. Please remember these charges will also apply if you have failed to make payment on time and your booking is cancelled as a result. For cancellation of transfers booked through somewhere2stay, the transfer provider's cancellation charges as set out in its terms and conditions will apply. In addition, you will be liable to pay us an administration charge of £. Period before your arrival date the cancellation email is received by us:

- Within 7 days of arrival date (or after) - 100%
- 8 -14 days before arrival date - 50%
- 15 -34 days before arrival date - 30%
- 35 -56 days before arrival date - 20%
- More than 56 days before arrival date - loss of deposit

Charges are shown as a percentage of the total booking cost (excluding amendment fees which are not refundable in the event of cancellation) of the person(s) cancelling. If one or more but not all members of your party cancel, this may mean that accommodation is under-occupied and the price for the remaining members of your party may be increased to reflect this.

Whilst somewhere2stay will make all reasonable efforts to forward cancellation notifications promptly to the transfer provider as applicable, we will not be liable for any failure to do so where you have not provided the information necessary to enable the cancellation to be effected or you have not provided that information in good time.

## **1.13 Changes to and Cancellation of your Booking by the accommodation provider / Cosmos / the transfer provider**

Please see Section 2 if your contract is with the accommodation provider or Section 3 if your contract is with Cosmos. For changes to or cancellation of any booking of transfers made through somewhere2stay, please see the transfer provider's terms and conditions.

## **1.14 Circumstances beyond the control of somewhere2stay / the accommodation provider / Cosmos**

Except where otherwise expressly stated in these Booking Conditions, accommodation providers, Cosmos, the transfer provider, , and somewhere2stay will not be liable for any change, cancellation, affect on your holiday, loss, damage or expense of any nature or description or failure to perform or properly perform any contractual obligation(s) which is due to any event(s) or circumstance(s) beyond the reasonable control of the accommodation provider concerned / Cosmos / the transfer provider / somewhere2stay, as applicable. Any such event(s) or circumstance(s) are referred to as "force majeure" in these Booking Conditions. By way of example, force majeure includes (but is not limited to) fire, flood, exceptional weather conditions, epidemics, destruction or damage of accommodation by any cause (other than as a direct result of the negligence of the accommodation provider), industrial action, actual or threatened terrorist activity, civil strife and all similar situations.

No compensation, expenses, costs or other sums of any description (including without limitation the cost of securing alternative accommodation and/or transfers) will be payable in such circumstances by the accommodation provider(s), Cosmos, the transfer provider or somewhere2stay.

### **1.15 Our Responsibility for your Booking**

As previously stated, somewhere2stay is only a booking agent for accommodation providers, Cosmos, and the transfer provider (for transfers booked through somewhere2stay). As booking agent, our responsibilities are limited to making your booking in accordance with your instructions. Your contract for your accommodation is directly with the accommodation provider(s) concerned (if you do not purchase Principal Assured, where available, at the time of booking) or with Cosmos (if you purchase Principal Assured, where available, at the time of booking) and for any transfers booked through somewhere2stay, with the transfer provider. We cannot accept any liability for the accommodation or transfers, for any information concerning the accommodation or transfers which we pass onto you in good faith, for the performance of your contract by the accommodation provider, Cosmos or the transfer provider, as applicable, or for the acts or omissions of the accommodation provider, Cosmos or the transfer provider or of any employee(s), agent(s) or supplier(s) of the accommodation provider, Cosmos or the transfer provider, as applicable, or any other person or party in any way connected with the accommodation or any transfers. Please also see paragraph 3 of clause 1.2 "If you book transfers or car hire".

However, in the event that somewhere2stay is found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of the booking or booking element (accommodation or transfers) in question (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury which arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

## **1.16 Personal Property**

You must take all necessary steps to safeguard your personal property (including taking out appropriate travel insurance). No liability is accepted by the accommodation provider Cosmos or the transfer provider in respect of damage to or loss of any personal property except where the damage or loss is caused by the negligence of the accommodation provider concerned, Cosmos or the transfer provider or that of any employee of the accommodation provider, Cosmos or the transfer provider (providing they were at the time acting in the course of their employment) as applicable. Limitations of liability and other terms apply (including those set out below, appearing in the applicable terms and conditions of the accommodation provider and/or transfer provider and/or notified at the accommodation or on the transport providing the transfers). As somewhere2stay acts only as booking agent, we have no responsibility or liability for any personal property

## **1.17 Complaints Procedure**

If you have a complaint concerning your accommodation, you must inform the accommodation provider immediately in order to give them the chance to resolve the problem. You must do so whether your contract is directly with the accommodation provider or with Cosmos. If you have a complaint concerning any transfers (booked through somewhere2stay), you must inform the transfer provider immediately. You should endeavour to resolve the problem and reach an agreement with the accommodation or transfer provider before you return home.. If your contract is with the accommodation provider, you will certainly find it more difficult to negotiate an amicable solution of any complaint once you have returned home.

If you have a complaint which is not resolved to your satisfaction prior to the end of your stay at the accommodation and your contract is with Cosmos, please see Section 3 below for details of the Cosmos complaints procedure. Please refer to the transfer provider's terms and conditions in relation to any complaint concerning any transfers.

If you have a complaint which is not resolved to your satisfaction prior to the end of your stay at the accommodation and your contract is with the accommodation provider, you must pursue this directly with the accommodation provider. In our absolute discretion, we may assist you in resolving the dispute (although we will only do so in an intermediary role and in our capacity as booking agent) but you must write to us with full details (see address below) within 35 days of the end of your stay in the accommodation giving your booking reference number and day time and evening telephone numbers.

You and the accommodation provider both agree that any dispute, claim or other matter of any description (and whether or not involving personal injury) which arises between you and the accommodation provider (whether you have a direct contract with the accommodation provider or a contract with Cosmos) will be dealt with by the Courts of England and Wales only (unless you are a resident of Scotland or Northern Ireland in which case proceedings may be brought in the Courts of your own country). You and the accommodation provider both also agree that English law will apply to

any such dispute, claim or other matter (unless proceedings are brought in Scotland or Northern Ireland, in which case Scottish or Northern Irish Law, as applicable, will apply.) You must pursue any complaint concerning transfers directly with the transfer provider in accordance with the transfer provider's terms and conditions. We cannot assist in resolving any complaint or dispute concerning transfers unless the transfers were booked through somewhere2stay and the complaint relates to the way in which the booking was made or administered in which case you must write to us with full details (see address below) within 35 days of the date on which the transfers took place or were due to take place giving your booking reference number and day time and evening telephone numbers.

### **1.18 Behaviour**

When you book accommodation or transfers through somewhere2stay, you accept responsibility for the proper conduct of all members of your party (including children) during your stay / transfers. The accommodation provider concerned and/or Cosmos, as applicable, reserves the right at any time to terminate the stay of any party member(s) whose behaviour is such, in the reasonable opinion of the accommodation provider or Cosmos, as to cause or to be likely to cause danger, upset or distress to anyone else or damage to property. Full cancellation charges will then apply and no refund will be given. Furthermore, neither the accommodation provider, Cosmos nor somewhere2stay shall be under any obligation whatsoever to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation, additional transfer and/or car hire costs or expenses) you may incur as a result of your stay being terminated. The transfer provider has the same rights as the accommodation provider and Cosmos in the event of any party member(s) behaving in such a way as to cause or to be likely to cause danger, upset or distress to anyone else or damage to property in relation to any transfers.

If you cause damage to the accommodation in which you are staying or to any transport providing any transfers, you must fully reimburse the accommodation provider concerned or transfer provider, as applicable, for the cost of the damage before the end of your stay if the cost has been established by then or as soon as it has been established if later. You must also indemnify somewhere2stay and Cosmos for the full amount of any claim (including all legal costs) made against somewhere2stay or Cosmos by the accommodation provider, transfer provider or any third party as a result.

### **1.19 Room Allocation**

After registration on arrival at your accommodation, you will be allocated a room. Please note: if checking-in after midnight, your accommodation will be reserved from the previous day which will count as the first day/night. You must normally check out of your accommodation by 12 noon of the booking departure date.

## **1.20 Website Information**

All information contained on our website is based on information available at the time of publication and is provided in good faith. Whilst every effort is made to ensure the accuracy of our website and prices at the time of publication, regrettably errors do occasionally occur. We reserve the right to change and correct any website information (including prices) before your booking is confirmed - the updated / amended information will then form part of your contract with the accommodation provider(s) / Cosmos / transfer provider as applicable. You must ensure you check all details of your chosen accommodation and/or transfers (including the price) immediately before you seek confirmation of the booking.

There may be small differences between the actual accommodation and its description. Occasionally, problems or circumstances mean that some facilities or services become unavailable or subject to restriction. Neither we, the accommodation providers nor Cosmos can accept responsibility for any changes or closures to area amenities or attractions.

As we act only as booking agent, we have no responsibility for any errors in any of the information given on our website except where those errors were made by ourselves (as opposed to accommodation providers or Cosmos or the transfer providers.)

## **1.21 Other websites**

This website contains links to other websites including the websites of the transfer provider and the car hire company. Such other websites are not under our control or maintained by us. We are not responsible for the content of such websites. We provide these links for your convenience only but do not monitor or endorse the material on them. We cannot accept any liability whatsoever and howsoever arising in relation to any such other websites (including, by way of example, any inability to access or delay in accessing any such other website) or in relation to any material or information or contractual terms & conditions appearing on them or which you may otherwise come across after leaving our site by way of a hypertext link or any other means or for any services or facilities of any description which you may book through or via any such website.

**SECTION 2 - Booking Conditions which will apply in addition to those set out in Section 1 if your contract is with the accommodation provider.**

## **2.1 Changes to and Cancellation of your booking by the Accommodation Provider**

Although it is unlikely, accommodation providers may occasionally have to make changes to or cancel your booking and reserve the right to do so. If an accommodation provider makes a significant change to or cancels your booking, we will inform you as soon as reasonably possible, giving you details of any alternative accommodation or compensation that the accommodation provider(s) may offer.

If you do not wish to accept a significant change or any alternative accommodation offered or the accommodation provider cannot offer you suitable alternative accommodation, you may cancel your booking / accept the cancellation and receive a full refund of all monies paid by you to somewhere2stay for the booking. In the unlikely event that you fail to email us with confirmation that you wish to accept any change or alternative accommodation within the time period we reasonably stipulate, the accommodation provider is entitled to assume you wish to cancel your booking of the accommodation concerned and receive a full refund of all monies paid to us for it .

## **2.2 The Accommodation Provider's Responsibility for your Booking**

The accommodation provider's liability to you shall be in accordance with its terms and conditions, a copy of which you can obtain from us on request.

## **SECTION 3 - Booking Conditions which will apply in addition to those set out in Section 1 if your contract is with Cosmos Holidays plc.**

### **3.1 Changes to and Cancellation of your booking by Cosmos**

Although it is unlikely, Cosmos may occasionally have to make changes to or cancel your booking and reserves the right to do so. However, Cosmos promises that it will not make any significant changes to your confirmed booking less than 14 days before departure or cancel it after balance due date unless:-

3.1.1 forced to do so as a result of unusual and unforeseeable circumstances beyond its control, the consequences of which it could not have avoided even with all due care or,

3.1.2 in the case of cancellation, because you have failed to comply with any requirement of these Booking Conditions entitling Cosmos to do so.

If Cosmos makes a significant change to or cancels your booking, we will inform you as soon as reasonably possible. A significant change is a change made before your arrival date which Cosmos can reasonably expect will have a major effect on your use of your accommodation

If a significant change has to be made (and the change is not acceptable to you) or your booking has to be cancelled before your arrival date, Cosmos will, if possible and as soon as reasonably practical, offer you alternative accommodation (from the range Somewhere2stay has available) of similar type and standard in a similar location for the same or similar time of year. Obviously, if the alternative accommodation is advertised at a lower price, you will receive a refund (if you have already paid your total booking cost in full - otherwise the cost payable by you will be reduced accordingly) of the price difference.

If you do not wish to accept a significant change or any alternative accommodation offered or Cosmos cannot offer you suitable alternative accommodation, you may cancel your booking / accept the cancellation and receive a full refund of all monies paid by you to somewhere2stay for the booking. In the unlikely event that you fail to email us with confirmation that you wish to accept any change or alternative accommodation within the time period we reasonably stipulate, Cosmos is entitled to assume you wish to cancel your booking of the accommodation concerned and receive a full refund of all monies paid to us for it .

Please note, no compensation is payable for minor changes. Minor changes do not entitle you to change to alternative accommodation or to cancel without paying the normal charges as set out in these Booking Conditions. A minor change is a change which Cosmos could not reasonably expect to have a significant effect on your confirmed booking.

### **3.3 Cosmos' Responsibility for your Booking**

3.3.1 Cosmos promises to use reasonable skill and care in the performance of its contractual obligations subject to and in accordance with these Booking Conditions. Cosmos' contractual obligations consist of using its reasonable skill and care in selecting the accommodation providers who provide the accommodation you book with Cosmos through somewhere2stay. Providing Cosmos has done so, it will have no responsibility for the actual accommodation or for the act(s) or omission(s) of the accommodation provider or any of its employees, agents, suppliers or sub-contractors or any other person(s) in any way connected with the accommodation. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim.

3.3.2 Cosmos will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which does not result from any failure on the part of Cosmos to use reasonable skill and care in selecting the accommodation provider as referred to above. By way of example and not by way of limitation, Cosmos will not be responsible any claim which results from any of the following: -

3.3.2.1 the act(s) or omission(s) of the person(s) affected or any member(s) of their party or

3.3.2.2 the act(s) or omission(s) of the accommodation provider or any of its employees, agents, suppliers or sub-contractors or any other person(s) in any way connected with the accommodation providing Cosmos has used reasonable skill and care in selecting the accommodation provider or

3.3.2.3 the act(s) or omission(s) of a third party not connected with the provision of your accommodation or

3.3.2.4 any event(s) or circumstance(s) beyond the reasonable control of Cosmos or the accommodation provider concerned.

3.3.3 Except where otherwise expressly stated in these Booking Conditions, Cosmos cannot accept liability or pay any compensation where the performance or prompt performance of its obligations under its contract with you is prevented or affected by or you otherwise suffer any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever as a result of any event(s) or circumstance(s) beyond the reasonable control of Cosmos or the accommodation provider concerned as referred to in clause 14.1.14 above.

3.3.4 Subject to any lower limit which applies in accordance with e) below, Cosmos limits the maximum amount it may have to pay you for any claim you may make against Cosmos. Where Cosmos is found liable for loss of and/or damage to any luggage or personal possessions (including money) the maximum amount Cosmos will pay you is the maximum amount payable for the claim in question under the insurance policy Cosmos offers as set out under the heading 'Summary of Principal Cover' unless a lower limitation applies to your claim under these Booking Conditions. These limits apply whether or not you take out Cosmos' recommended insurance policy. A copy of the policy wording can be provided on request.

3.3.5 For all claims which do not involve death or personal injury, if Cosmos is found liable to you on any basis, the maximum amount Cosmos will have to pay you is twice the price (excluding any insurance premiums and amendment charges) paid for the accommodation concerned by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.

3.3.6 Cosmos cannot accept any liability for any damage, loss, costs, expenses or other sum(s) of any description (1) which on the basis of the information given to somewhere2stay or Cosmos by you concerning your booking prior to its being accepted, Cosmos could not have foreseen you would suffer or incur if it breached its contract with you or (2) which relate to any business.

3.3.7 Cosmos cannot accept responsibility for any services which do not form part of its contract with you. This includes, for example, any additional services or facilities which your accommodation provider agrees to provide for you where the services or facilities are not advertised on the somewhere2stay website and somewhere2stay / Cosmos has not agreed to arrange or provide them, any other services which make up your holiday other than your somewhere2stay accommodation and any excursion or activity you book or purchase in resort. In addition, regardless of any wording used on

the somewhere2stay website, Cosmos only promises to use reasonable skill and care as set out above and does not have any greater or different liability to you.

3.3.8 Accommodation will be treated as having been properly provided by the accommodation provider if it complied with the applicable local laws and regulations of the country in which the accommodation is located at the time of the claim or complaint arose. This will be the case even if the accommodation did not comply with the laws and regulations of the UK which would have applied had the accommodation been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question.

If Cosmos makes a payment to you under Principal Assured, upon receipt of such payment you agree to assist Cosmos in any claim it may make against any relevant third party(ies) which relate to that payment. Furthermore, you agree to assign all rights and causes of action you may have against the relevant third party(ies) related to the payment to Cosmos, so that it may bring a claim in your name to recover its loss. Any costs associated with any such claim will be borne by Cosmos and all sums recovered by Cosmos will belong to Cosmos.

### **3.4 Complaints Procedure**

You must inform the accommodation provider in the first instance of any claim or complaint you may have in accordance with clause 1.17 above. You can find contact details for your Cosmos representative or local agent and the Cosmos Duty Office on our website. Please remember that Cosmos undertakes to exercise reasonable skill and care in selecting your accommodation provider as set out above and, providing it has done so, is not responsible for the acts and omissions of the accommodation provider or any of its employees, agents, suppliers or sub-contractors or any other person(s) in any way connected with the accommodation.

If you have a complaint which concerns Cosmos' duty to exercise reasonable skill and care as set out above and which cannot be resolved during your stay, you must then write to Cosmos [insert address details] with full details within 28 days of your return from your holiday, giving your booking reference and daytime and evening telephone numbers. As it is difficult and sometimes impossible to properly investigate a complaint if it not notified to Cosmos reasonably quickly, any compensation you may have been able to claim could be reduced or even lost altogether if you do not follow the complaints procedure set out in this clause.

Disputes arising out of, or in connection with your contract with Cosmos which cannot be amicably settled may be referred to arbitration if you so wish under a special scheme arranged by the Association of British Travel Agents and administered independently by the Chartered Institute of Arbitrators. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website ([www.abta.com](http://www.abta.com)) . This scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000

per booking. In addition, it does not generally apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can, however, deal with compensation claims which include an element of minor injury or illness subject to a limit of £1000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and statement of claim must be received by the Chartered Institute of Arbitrators within 9 months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, although the ABTA Code does not require such agreement.

**Special Note;** You and Cosmos both agree that any dispute, claim or other matter of any description (and whether involving personal injury or not) which arises out of or in connection with your contract or accommodation must be dealt with under the ABTA Arbitration Scheme or brought in the Courts of England and Wales only (unless you are a resident of Scotland or Northern Ireland in which case any proceedings must be brought in either the Courts of your own country or those of England and Wales). We both also agree that English law (and no other) will apply to your contract (unless proceedings are brought in Scotland or Northern Ireland, in which case Scottish or Northern Irish law, as applicable, will apply instead).

### **3.5 Financial Security**

Cosmos Holidays plc is a member of the Association of British Travel Agents (ABTA membership number VO531) and of the Federation of Tour Operators. This means monies you have paid to somewhere2stay for your booking with Cosmos or to Cosmos for your confirmed accommodation will be refunded or arrangements will be made to continue your stay if this is already underway, as applicable, if your accommodation cannot be provided in the unlikely event of the insolvency of Cosmos.

## **4 Website Terms of Use**

4.1 Access to and use of any information on this website is conditional on your acceptance of these website use conditions without modification. Please read them carefully. We recommend you print out and keep a copy of them for your future reference. If you do not wish to accept any part of them, you must not use our website. All bookings made through this website are subject to the Booking Conditions, which can be found via a link on the homepage. Again, we recommend you print out and keep a copy of these for your future reference.

4.2 In these Conditions, "you" and "your" means any and all persons using this website. "We", "us" and "our" means somewhere2stay limited. "Accommodation provider(s)" means the owner(s)/provider(s) of the hotels, apartments and villas featured on this website.

4.3 Nothing on this website constitutes an offer on our part (as agents for the accommodation provider). The matters detailed constitute an invitation to you to

make an offer to us on the stated terms to purchase the accommodation arrangements featured on this website. On behalf of the accommodation providers, we may accept or decline any such offer. All arrangements featured or referred to are at all times prior to specific confirmation subject to availability and no warranties, promises or representations are given as to availability.

4.4 As a condition of your use of this website, you warrant to us that you will not use it or any material or information on it for any purpose that is unlawful or prohibited by these Conditions. You warrant that you are at least 18 years old and have the legal authority to use this website in accordance with these Conditions. You agree to be financially responsible for all charges, fees and other sums of whatever nature which arise out of your use of this website.

4.5 This website is for your personal and non-commercial use. No part of this website may be reproduced in any form without our prior consent, other than temporarily in the course of using our service or to keep a record of a transaction entered into using our service. You may not modify, copy, distribute, transmit, display, reproduce, publish, license, create derivative works from, transfer, sell or in any other way use any material, information, products or services contained or featured on this website. The copyright in the material contained on this site belongs to us or its licensors.

4.6 We are an English registered Company. Our business and the services (as booking agent) we offer are governed by the applicable laws of England and Wales. No warranties and/or representations of any kind, express or implied, are given as to the compliance of the information shown on this website, the services offered by or on behalf of us, any information relating to such services and/or our business in any respect with any laws of any other country. Such laws do not, in any event, affect or apply to the same. You must be a resident of the United Kingdom to make a booking using the somewhere2stay.com website.

4.7 Access to this website is conditional on your agreement that all information contained in it and all matters which arise between you and us will be governed by English law. Access is further conditional on your agreement that any dispute or matter which arises between you and us will be dealt with by the Courts of England and Wales only to the exclusion of the Courts of any other country.

4.8 You must not link (including deep linking) to our website without our prior written agreement.

4.9 No warranties, promises and/or representations of any kind, express or implied, are given as to the accuracy or completeness of any of the material or information contained on this website or as to the nature, standard, suitability or otherwise of any services offered by us or on our behalf and/or of any accommodation featured on this website. We shall not be liable for any loss or damage or other sum or claim of any nature whatsoever (direct, indirect, consequential or other) which arises, directly or indirectly, in connection with this website including, for the avoidance of doubt and not by way of limitation, any use of any information or material contained in this website or any inability to access or use (or delay in doing so) this website.

4.10 All exclusions of liability apply only to the extent permitted by law.

4.11 If any exclusion(s) or limitation(s) contained in these Conditions is found, in whole or part, to be unlawful, void or for any other reason unenforceable for any purpose(s), that exclusion(s) or limitation(s) or the part(s) in question shall be deemed severable and omitted from these Conditions for that purpose / those purposes. Such omission shall not affect the validity, effectiveness or enforceability of the other provisions of these Conditions.

4.12 Without prejudice to the foregoing provisions, we are entitled to the benefit of any applicable exclusions and/or limitations of liability permitted by the laws of any country found to be applicable to the information shown on this Web site and/or any services offered by us or on our behalf.

4.13 The information contained on this website may contain inaccuracies and typographical and other errors. The information on these pages may be updated from time to time and may at times be out of date. We have the right to change the prices of the accommodation arrangements featured or mentioned on this website at any time without prior notice. If any price is obviously incorrect, neither we or the accommodation providers or Cosmos Holidays plc, where appropriate will not be bound by it. We accept no responsibility for keeping the information on these pages up to date or liability for failure to do so. You must ensure you check all details of the chosen holiday or travel arrangements (including the price) with us by telephone or other approved means at the time of booking.

4.14 This website may contain links to other websites. Except where they belong to us, such other websites are not under our control or maintained by us. We are not responsible for the content of such websites. We provide these links for your convenience only but do not monitor or endorse the material on them. We cannot accept any liability whatsoever and howsoever arising in relation to any such other websites (including, for the avoidance of doubt and not by way of limitation, any inability to access or delay in accessing any such other website) or in relation to any material or information appearing on them or which you may otherwise come across after leaving our site by way of a hypertext link or any other means.

4.15 We make no warranty that this website (or any websites that are linked to this website) is free from technical errors, computer viruses or any other malicious or impairing computer programs.