

## Beds with Ease Terms and Conditions

### Basis for Contract (Subject to English Law)

Beds With Ease Limited (The Company) is an accommodation only provider (not a Tour Operator) and as such we supply our products as a principal via Travel Agents. Until the issue of the confirmation / invoice, no contract exists of any kind in express terms or implied terms. We cannot be held responsible for any other travel arrangements that you or your client has confirmed independently and for any costs arising from cancelling or amending these independent arrangements. Once you receive our written confirmation / invoice and accommodation voucher it is essential that you check them for errors or omissions to eliminate any possible misunderstandings. We can not be held responsible if you choose not to check your confirmation / invoice and subsequently find you are booked on something you did not intend and costs maybe involved in changing the arrangements. This is why it is so important to check your confirmation / invoice.

### Errors and Omissions

We take reasonable steps to ensure that any information, photographs, or any other details about the accommodation arrangements or accommodation featured on the website is accurate. Whilst every effort is made to ensure the accuracy of all information and prices displayed on this Site, regrettably errors do occasionally occur. In the event that an incorrect price has been entered in error, any booking made based on such incorrect price will not be valid. You will be advised of the mistake at the earliest opportunity and you will then have the option either to pay the correct price for the travel arrangements or to cancel and receive a full refund of any monies you may already have paid. We make no warranties or promises as to the availability or suitability of any accommodation advertised. We reserve the right to change or vary the price, flight, accommodation, or any other arrangements featured on our website at any time without notice. You agree that it is your responsibility to ensure that all the details of your chosen accommodation are of confirmed with us at the time of booking.

### Descriptions

We decide the Ratings given to the accommodation. This is in order to provide consistency across different countries. These ratings are also based on authoritative guides published in Britain. We are very careful to ensure that the standard of the accommodation lives up to it's description, but inevitably descriptions of accommodation and the facilities therein are based upon inspections made months in advance. These descriptions are prepared in good faith by overseas representatives and relate to the facilities available at that time. We will endeavour to notify you of any building works before you leave. However this service cannot be provided on late bookings or with accommodation allocated on arrival. We cannot be held responsible for any individual's terms of expression. We are not liable for any information taken from other company's brochures featuring the same properties as that booked with Beds With Ease Limited. In low season it is common that facilities and services may be less widely available both in

your accommodation and resort generally. We suggest that you make additional enquires of us if any of the above factors possibly cause you concern.

#### All Inclusive

Please be advised that all inclusive starts at 12 noon on your day of arrival and ends at 12 noon on the day of your departure. If you have booked late night flights and you miss any meals on the first day they will not be offered to you on the day of your departure.

#### Special Requests

We will wherever possible, endeavour to meet any special requests made in writing to us. However no guarantee can be made. If your special request means additional costs, we will advise you and invoice you for the additional amount.

#### Transfers

No transfers are included in the cost of your booking unless otherwise stated. On arrival at your destination you will normally find taxis just outside the terminal building. You will find that by giving the driver the name of your accommodation and resort, that they should be able to take you straight to your accommodation with minimal delay. PLEASE AGREE A FARE BEFORE YOU TAKE THE JOURNEY. We may be able to offer you an approximate fare but this is not guaranteed and should not be used as a measuring device in terms of distance. In the event that we are providing transfers, this will not normally be provided by your flight operator, therefore, please look for a representative with a Beds With Ease placard or your name on a board.

#### Unauthorised Occupation

The reservation is valid exclusively to the persons named or numbered on the Beds With Ease Limited accommodation voucher. Unauthorised occupation may well result in the whole party being asked to vacate the accommodation immediately, either by the accommodation management in resort, or by a Beds With Ease Limited representative. Any client, whose behaviour is deemed to be of annoyance, abuse or causing injury to persons or damage to property, will without cause for compensation have any agreements between themselves and The Company terminated immediately. In the event of the above occurring, the lead client will be held responsible for any extra costs payable to The Company however determined. We reserve the right to invoice the lead client (first named on confirmation / invoice) for these extra costs.

#### Allocated on Arrival Bookings (AOA)

If your booking is one whereby the accommodation name has not been specified, then this will be an Accommodation On Arrival booking. The abbreviation for this will be AOA. Facilities on AOA bookings cannot be guaranteed unless agreed in writing. AOA means that the property will not be allocated to you until either 24 hours prior to departure or upon arrival in the resort, we can therefore not guarantee the position of any property. It may be the case that the keys for your accommodation are held at an office or adjacent property, the details will be printed on your voucher. If you have elected not to take a transfer arranged by Beds With Ease Limited and you have an AOA booking, please ensure that you understand the key collection details fully.

### Change of Accommodation

If for any reason beyond our control we have to change your accommodation, The Company reserve the right to offer alternative accommodation of the same or superior rating at no extra cost to the client. Should we only be able to offer lower rated accommodation it is in certain circumstances company practice to offer a discount of up to 10% off the total cost of the new accommodation (insurance and amendments not included). The client has the choice to accept the change with the discounts offered, or to cancel the accommodation reservation without incurring any cancellation charges. If for any reason we are advised of a change of accommodation we will endeavour to advise you either by telephone or in writing. Where this is not possible, we will endeavour to advise you at the earliest opportunity upon arrival at your original accommodation booked. If you wish to alter or amend certain details of your original request an administrative fee of £30.00 per alteration will be made. Within 8 weeks cancellation charges may apply.

### Cancellations

To cancel a reservation or part of, we must receive written and signed confirmation from the lead client. If one or more of the party cancel, the cost to the remaining members of the party may increase to take into account any applicable under occupancy charges. Insurance and amendment charges are not refundable when cancelling. You may be able to claim on your insurance if the claim falls within the terms of the policy. Cancellation charges are charged as a percentage of the total cost.

### SCALE OF CANCELLATION

35 Days+ - Loss of deposit

34 - 28 Days - 60%

27 - 15 Days - 80%

14 - 01 Days - 90%

Departure Date or after - 100%

### Insurance (VERY IMPORTANT)

It is entirely your responsibility to ensure that you (or your travel agent) have booked an insurance policy with adequate cover. The Company cannot be held responsible and will not accept any liability for any client travelling either with or without an insurance policy or inadequate cover. Beds With Ease Limited can arrange to offer a fully comprehensive insurance to suit your needs. Insurance cover can be booked at the time of making your reservation. Full details of the cover are available on request. PLEASE DO NOT IGNORE THIS NOTICE.

### Complaints

In the unlikely event that you feel that you need to make a complaint it is essential that you follow these guidelines before you return to the UK: Firstly you must advise the reception / accommodation manager immediately as most problems can be eradicated at this point. Your next step is to contact the local representation service. Their details will be found on your accommodation voucher and although they may not be an employee of

The Company, they are there to help you and are normally with whom your accommodation is booked via. If your grievance is still unresolved or you are unhappy with the service provided locally, it is a condition of sale that you notify us at Beds With Ease Limited directly. You may also be asked to complete a Customer Complaint Report. It is of the utmost importance that the above procedures are followed as no overseas agent will entertain a claim without first having the opportunity to resolve it. If, on your return to the UK you feel the need to make a formal complaint, you will need to submit in writing the nature of your grievance attaching the signed Customer Complaint Report form to our Customer Services Department in the UK within 28 days of your return. We cannot consider any complaint received outside of this period. In the event of any type of compensation awarded it shall not exceed the total amount paid in respect to the accommodation booked.

Beds With Ease Limited is not liable for any complaints pertaining to your transportation to and from your destination (unless the service is specified as being provided by Beds With Ease Limited) and can only advise you to take up any complaint directly with the provider of that service.

#### Payments

Outside 8 weeks a deposit of 25% of the total cost is payable immediately, with the balance payable no later than 8 weeks prior to arrival. When making a reservation within 8 weeks of departure FULL payment is required immediately. In the event of payments not received on the due date, The Company reserve the right to cancel any reservation(s) made between ourselves and cancellation charges will be levied as per the cancellations section on this page.

Credit card payment as a form of financial guarantee maybe required for any bookings made with 14 days of departure.

#### Miscellaneous

You will be asked to vacate your accommodation between 10am and 11am on the date of your departure. Some properties require a refundable security deposit to be taken and you will be liable for any damages. We are not liable for any extensions, upgrades or accommodation extras arranged by the client on arrival in resort.

Amended 26<sup>th</sup> February 2008