

## **Direct Booking Conditions**

**The following Booking Conditions together with the General Information contained on our website form the basis of your relationship with Hotels4U.com Limited t/as Hotels4U.com , Transfers4U.com, Medhotels.com and HolidayHotels.com. Please read them carefully as they set out our respective rights and obligations.**

These Booking Conditions apply to all bookings that you make with us as set out in more detail herein .

### **Please note:**

We act as agent only in respect of all bookings we take or make on your behalf. We accept no liability in relation to any contract you enter into or for any accommodation and/or transfers (“arrangements”) that you book or for the acts or omissions of any accommodation and/or transfer providers (“principal(s)”) or other person(s) or party(ies) connected with the arrangements. For all bookings your contract will be with the principal of the arrangements concerned. The principals’ booking conditions will apply to your contract. Copies of these terms and conditions are available from us on request.

We do not sell or offer for sale any “packages” or act as an “organiser” within the meaning of the Package Travel, Package Holidays and Package Tours Regulations 1992 and these Regulations do not apply to any booking you may make.

References to "you" and "your" in these Booking Conditions mean all persons named on the booking (including anyone who is added or substituted at a later date). “We” “us” and “our” mean Hotels4U.com Limited t/as Hotels4U.com , Transfers4U.com, Medhotels.com and HolidayHotels.com

All communications relating to your booking must be sent to us by email by the party leader quoting the booking reference.

## **1. Your Contract**

To confirm a booking, the party leader must be authorised to make the booking on the basis of these Booking Conditions by all persons named on the booking and their parent or guardian for all party members who are under 18 when the booking is made. By making the booking, the party leader confirms that he/she is so authorised. The party leader is responsible for making all payments due to us. The party leader must be at least 18 years when the booking is made and 21 years for Las Vegas.

Once we have received your booking and all appropriate payments, we will, subject to availability, confirm your arrangements on behalf of the principal concerned by issuing a retail sales invoice. This invoice will be sent to the party leader. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the invoice or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. As we act only as agent we will have no responsibility for any errors in any documentation except where those errors were made by us. Subject to this, we regret we cannot accept any liability if we are not notified of any inaccuracy in any document within 14 days of our sending it out (5 days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. The only exception to this requirement to meet costs is where the mistake in question was made by us and there is good reason why you did not tell us about it within these time limits.

A binding contract between you and the principal concerned comes into existence when we send your retail sales invoice on the principal's(s') behalf to the party leader and the terms and conditions of the principal, in addition to these conditions, will be applicable to the contract.

**1.1 Group Bookings** If you wish to book more than 3 rooms in a single transaction, you will need to contact our call centre who will make the reservation on your behalf. To cover the cost of arranging a Group Booking, we reserve the right to charge a fee. You will be told how much the fee is before you book and the fee will be calculated on a booking by booking basis.

## **2. Payments**

If you make a booking more than 56 days before you are due to arrive at your accommodation, you must pay a deposit of £60 per person which will be collected from you at the time of booking. If the value of your booking is lower than the total deposit due, we will collect only the total booking value. If the difference between the total booking value and the total deposit due is less than £60 the total booking value will be collected at the time of booking. If your booking is subject to a deposit payment, you must pay us the balance by the balance due date on your customer invoice. If your booking is made less than 56 days before you are due to arrive at your accommodation, full payment is required at the time of booking. If we do not receive all payments due in full and on time, we are entitled to assume (on behalf of the principal(s) concerned) that you wish to cancel your booking. In this case, we will retain your deposit in order to cover our fee and the cancellation charge of the principal. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 6 depending on the date we reasonably treat your booking as cancelled (on behalf of the principal(s) concerned).

Payment for incidental extras (e.g. mini bars, telephone charges, etc.) must be made directly to the principal before you check out.

If you pay for your booking using a credit card, you will be asked to pay a fee. Bookings made by debit cards like Visa electron will not incur a fee. Bookings made by Visa Credit Card or MasterCard will incur an additional fee of 2.0% of the total booking value, with a minimum charge of £4.50, whichever is greater.

As we act only as agent for the principal(s) concerned, we reserve the right to pass on to you in full all additional costs and charges of whatever nature imposed by the principal(s) in accordance with its own terms and conditions. Local and/or city taxes must be paid to the Principal directly and are not included in the booking.

## **3. Special Requests**

If you have any special requests (for example dietary requirements, cots\* or room location) please advise us at the time of booking. We will pass on all such requests to the principal(s) of the arrangements you have booked, but unfortunately we cannot guarantee that they will be met. Confirmation that a special request has been noted or passed

on to the principal(s) or the inclusion of the special request on your retail sales invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. Further, if the principal(s) is unable to meet any such requests, neither we, nor they, will have any liability to you in this respect.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as “standard” bookings subject to the above provisions on special requests. \* Please note, cots and other special requests may only be available at an extra charge unless otherwise expressly stated in the description of the accommodation/arrangement in question.

If you or any member of your party has any medical problem or disability which may affect your booking, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give full details in writing at the time of booking. If we or the principal reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right on behalf of the principal(s) concerned to decline their reservation or, if full details are not given at the time of booking, cancel on behalf of the principal(s) concerned when we become aware of these details.

#### **4. If you wish to make changes to your booking**

Should you wish to make an amendment to your booking after it has been confirmed you must advise us as soon as possible. Whilst we will try to assist you we regret amendment requests cannot always be met. Where an amendment can be made, the amendment fee shown below per person/per booking will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of the principals of your arrangements.

Change requested 15 days or more before departure:

Change of name £20 per person.

Any other change to booking £40 per booking per change.

Change requested 14 days or less before departure:

Cancellation charges as below may apply.

If you change the number of people booked, the total price of your booking will be re-calculated for the new party size. If for example the party is reduced in number, this may mean that any accommodation you have booked is under-occupied and each of the remainder of the party may have to pay more. If you wish to make any change to the 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.

### **5. If you cancel your Booking**

If you wish to cancel a confirmed booking, you must call us as soon as possible. You will have to pay a cancellation charge which will vary depending on the type of booking you make. We will advise you of the cancellation charges when you call us. You must then confirm any cancellation to us in writing. No cancellation can be processed until we receive your written confirmation.

If a Cancellation Policy is displayed in red during the booking process this will override our standard cancellation charges below. If we do not display a Cancellation Policy during the booking process, our standard cancellation charges will apply. The cancellation charge is made up of our fee and the principal's cancellation charge. Please note that the charge will increase the closer you get to the departure date, so if you have to cancel, contact us as early as possible:

#### Standard Cancellation Charges

If cancellation is made more than 56 days before departure  
- 15% of the total cost of your booking or £60 per person (whichever is lower)

if cancellation is made between 14 and 55 days inclusive before departure

- 25% of the total cost of your booking

If cancellation is made 8 and 13 days inclusive before departure  
- 50% of the total cost of your booking

If cancellation is made 7 days or less before departure  
- 100% of the total cost of your booking

If the room you have booked is described as Non-Refundable, the cancellation fee will be charged at 100% of the total cost of your booking and supersedes the standard cancellation policy shown above.

Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/ or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

## **6. Changes to and cancellation of your booking by the principal or us**

If there is a change to or cancellation of your booking we will pass on the new details as soon as we can. As agent only for the principal we cannot accept any liability for any changes or cancellations made to your booking unless they are due our own acts or omissions. However, except where the change is a result of circumstances outside of the control of the principal or ourselves (listed in Clause 7 below, 'Circumstances Beyond our Control'), if you accept the significant change or amend to different accommodation offered for sale by us, you will receive compensation in accordance with the table below . A significant change is one which entails a change to accommodation of a lower official rating and/or a change of resort area. If you reject the significant change and cancel your booking no compensation is payable but you will be entitled to a refund of all monies paid to us.

**Pre-Departure compensation for significant change**

Period of notice we give customer or travel agent before departure	Compensation for each adult price paying customer: either cash amount / percentage , whichever is the lower.	
More than 35 days	Nil	
35-29 days	Up to £10 or 10% of Accommodation Cost	
28-15 days	Up to £20 or 20% of Accommodation Cost	
14-0 days	Up to £30 or 30% of Accommodation Cost	

Compensation payments relating to a child place for which a child price has been paid are half the amounts shown (up to half the child price paid). There are no compensation payments payable to those travelling on ‘free child places’, ‘free group places’ or infants.

**7. Circumstances beyond our control**

Except where otherwise expressly stated in these conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations to you is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we or the principal of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

## **8. Our responsibility to you**

We act only as an agent for the principal(s) concerned. Your contract for your arrangements is directly with the principal(s) concerned. We accept no liability in relation to the arrangements themselves or for the acts or omissions of the principal(s) concerned. For all bookings, the terms and conditions of the principal will apply to your contract (copies available on request from us).

However, in the event that we are found liable on any basis whatsoever in relation to your booking our maximum liability to you if we are found to have been at fault in relation to any service we provide as agent for the principal(s) concerned (as opposed to any service provided by the principal(s) for whom we are not responsible) is limited to twice the cost of the booking in question. We do not exclude or limit any liability for death or personal injury which arises as a result of our negligence or that of our employees whilst acting in the course of their employment.

## **9. Complaints Procedure**

In the unlikely event that you have any reason to complain or experience any problems with your arrangements whilst away, you must immediately inform our representative (if any) and the principal of the arrangement(s) in question. Any verbal notification must be put in writing and given to our representative (if any) and the principal (s) as soon as possible. Until we know about a problem or complaint, we cannot begin to assist you to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days of the conclusion of the service provided giving your booking reference and full details of your complaint. Only the party leader should write to us.

NB please bear in mind that we act only as agent for the principal(s) concerned and therefore cannot accept any liability for your arrangements. Any assistance provided in resolving a complaint in relation to any arrangements is provided on a goodwill basis and in our capacity as agent only.

## **10. Behaviour**

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the principal(s) concerned. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions. Principals reserve the right at any time to terminate your stay/transfer or that of any member of your party due to your misconduct, where justified in their reasonable opinion. No refunds will be given. Furthermore, neither the principals nor we shall be under any obligation whatsoever to pay compensation or meet any costs or expenses you may incur as a result of your stay/transfer being terminated.

## **11. Check-in/out and Room Allocation**

After registration, on arrival at the accommodation, you will be allocated a room. Please note: when checking-in after midnight, your room will be reserved from the previous day. You must therefore, normally check-out of your room at 11:00hrs on the booking departure date, unless otherwise stated on the accommodation voucher issued by us.

Rooms sleeping up to 4 people: some hotels have rooms that sleep up to 4 people. Room layout may consist of up to 4 separate beds or a combination of double, twin, camp bed, sofa beds or rollaway beds. In some hotels, 3rd and 4th beds may only be suitable for a child. Rooms for up to 4 persons may not be any larger than twin or double rooms so space is likely to be limited.

Please note Egyptain and Tunisian passport holders must be legally married in order to share a double room in a hotel in Egypt or Tunisia respectively. It is illegal to book a room for a foreign national and an Egyptain or Tunisian unless they are married. Please check with the relevant Consulate for more information. Therefore, the hotels will not accept such reservations on check-in. If there is availability, 2 single rooms will be provided at additional cost to the clients. This law does not apply to holders of non-Egyptain passports.

## **12. Website and Pricing details**

Please note, the information and prices shown on this website may have changed by the time you come to book your arrangements. Whilst every effort is made to ensure the accuracy of the website and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

There may be small differences between the actual accommodation and its description. Occasionally, local conditions may mean that some facilities or services become unavailable or subject to restriction. In addition to this, please be aware that advertised facilities within your hotel and around the resort may not be fully functional in early and late season. We cannot accept responsibility for any changes or closures to area amenities or attractions. We cannot accept responsibility for any inaccurate, incomplete or misleading information about any accommodation or its facilities and/or services, except in the case of our negligence. The star ratings shown on the hotel descriptions are our own ratings and do not necessarily reflect any local official rating.

All images of hotel rooms on the website are for representation purposes only and may not reflect the actual room you are allocated. From time to time building work and its associated noise is unavoidable in resort. We do not control such work and we do not always receive advance notice of when it is scheduled. However we will always notify you as soon as possible if we think building work will affect your holiday enjoyment.

## **13. Passports, visas and health requirements**

The passport, visa and health requirements applicable at the time of printing to British citizens for the arrangements we offer are shown elsewhere on this website. A full British passport presently takes approximately 3 weeks to obtain. If you or any member of your party is 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 6 weeks before your holiday. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this.

Requirements may change and you must check the up to date position in good time before departure with the Embassy or consulate of the country(ies) you are travelling through and to. Information on health is contained in the Department of Health leaflet T6 (Health Advice for Travellers) available from your local Department of Health office and most Post Offices. For holidays in the EEA you should obtain an EHIC (European Health Insurance Card) prior to departure. NB this card replaced the E111.

It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you or any member of your party are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If you or any member of your party is not a British citizen or holds a non British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. If failure to have any necessary travel or other documents results to fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

Please note Egyptian and Tunisian passport holders must be legally married in order to share a double room in a hotel in Egypt or Tunisia respectively it is illegal to book a room for a foreign national and an Egyptian or Tunisian unless they are married. Please check with the relevant Consulate for more information. Therefore the hotels will not accept such reservations on check in. If there is availability, 2 single rooms will be provided at additional cost to the clients. This law does not apply to holders of non-Egyptian passports.

#### **14. Safety Standards**

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

## **15. Insurance**

We consider adequate travel insurance to be essential. 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. We do not check alternative insurance policies.

## **16. Conditions of Principals**

The services which make up your arrangements are provided by independent principals. Those principals provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the principal's liability to you. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the principal concerned

## **17. Other websites**

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, by way of example, 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 or for any services or facilities of any description which you may book through or via any such website.

## **18. Errors and Omissions**

We will do our best to correct errors and omissions as quickly as practicable after being notified of them. However because of the sophisticated technology that operates our website there may be times when obvious errors occur. For example, very occasionally this may result in a price, product or other service detail description being incorrectly displayed on the website. In such cases we reserve the right to cancel the booking or offer a reasonable alternative.

## **19. Excursions / Activities**

Hotels4u.com Ltd. do not sell excursions or organise activities. However, in some destinations we work closely with agencies who offer a booking service. These agencies have been checked for valid insurance and operating licenses. To assist our guests in identifying these agency representatives, we have provided them with Hotels4u.com / Transfers4u.com / Medhotels.com / HolidayHotels.com branding I.e. T-shirts, stationery, books and boards. Please be aware when taking part in any excursion or activity, your contract is with the excursion provider and will be subject to local laws, regulations and excursion providers booking conditions. Additionally, welcome packs received on arrival may contain advertising literature from these local agencies; this does not imply any endorsement or recommendation by Hotels4u.com Ltd.

## **20. Law and Jurisdiction**

Your contract with the hotel and services provided by Hotels4u.com Ltd t/a hotels4u.com or medhotels.com or transfers4u.com or holidayhotels.com on the hotels behalf in accordance with these booking conditions will be governed and construed in accordance with English Law and the Courts of England and Wales will have exclusive jurisdiction to determine any disputes which may arise out of, under or in connection with this agreement.

## **21. Validity of Agreement**

If any of provision of these booking conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these booking conditions, which shall remain in full force and effect. Failure by the hotel, Hotels4u.com Ltd or you in exercising any right or remedy under these booking conditions does not constitute a waiver of that right or remedy.

**Last Amendment Date:** 16 February 2011