

# Booking Conditions

## Booking Conditions on Retail Booking Site

These conditions govern all bookings made by you (the "Agent") with TravelCube, a trading division of OctopusTravel.com Limited (company registration number 03963097) on the Retail Booking Site [www.travelcube.com](http://www.travelcube.com) ("RBS").

### 1 Definitions

In this Agreement the following words shall have the following meanings:

"we", "us" and "our" means TravelCube and "you", "yours" and "your" means the Agent;

"Booking" means an Order made by you with us using the RBS, which is accepted by us in accordance with these conditions;

"Confirmation" means a written confirmation sent by e-mail by us confirming a Booking;

"Order" means a request made by you to purchase accommodation and/or travel arrangements with us using the RBS;

"Special Event Periods" means periods specified by us when trade fairs, exhibitions, major conferences and other major events are being held at the relevant location; and

"Traveller" means each person travelling pursuant to a Booking.

### 2 BOOKINGS

- Any booking made shall be deemed to be an offer by you to purchase the relevant accommodation and/or travel arrangements subject to these booking conditions. In most circumstances Orders, with the exception of Orders that relate to Special Event Periods will be accepted on the RBS up to 24 hours prior to the date of arrival. No contract between you and us shall come into existence until we accept your Order and (a) issue a booking ID; and (b) issue a Confirmation by email or fax.
- All our advertised travel arrangements are subject to availability.
- When you make a Booking by submitting your Order to us you guarantee that you have the authority to accept (and do accept) these conditions on your behalf and on behalf of all Travellers.
- Notwithstanding paragraph 6 below, for Bookings of all products and services a cooling off period of 24 hours will apply to those Bookings made more than 72 hours in advance of the service commencement date at the accommodation. This will allow cancellation or amendment of an item within the 24-hour period after the first confirmation of that item without any charges being applied. No cooling-off period applies to Bookings for any accommodation during Special Event Periods.
- It is your responsibility to ensure that any information for Travellers which is given to you by us or any of our employees or suppliers is passed on to all Travellers for the relevant Booking. Any information that we give to you shall be deemed to be given to each and every Traveller travelling pursuant to a Booking.

### 3 ACCOMMODATION INFORMATION

- For a description of room types please refer to the hotels search page on the RBS.
- There are certain room conditions that are unique in selected destinations as stated here. This list is not necessarily exhaustive.
- German Twin rooms (sometimes also known as German Double rooms) will consist of two separate single beds attached side by side and are more similar to a Double room;
- Triple room contains twin or double bed/s + extra bed, or two double beds. Most hotels do not have one full size bed for each guest in their triple rooms.
- In North America Double or Twin rooms may contain one bed. Customers may request separate beds when reserving however separate beds are not guaranteed. Triple and Quad rooms usually contain two double beds.
- For hotels in Australia, North America and Asia the child will normally use existing bedding. Rollaway beds may be available for an additional charge
- From time to time we will offer promotions for free or discounted nights based on a minimum night stay. Occasionally, the offer may stipulate that meals are not included in the offer. If meals are taken during the offer period they will be charged to the Traveller by the hotel, usually on departure.
- Services included in the rates are detailed on the RBS and on the booking confirmation. Personal expenses such as porter services, drinks from the mini bar, meals, tips, dry cleaning, laundry, telephone calls are not included in the prices and shall be paid directly at the accommodation or to suppliers by the Travellers. Breakfast is not included for a child under 2 years of age when staying free of charge.
- Please note that cots are subject to availability and not guaranteed. If you require a cot you must reconfirm it via call centre before you travel. If no cots are available, you may need to bring your own or pay for a hotel where these are available. Local health & safety regulations apply.
- In addition you should note the following regarding apartment/villa accommodation:
  - The Travellers are responsible for any damage caused by each Traveller within its party.
  - Each Traveller must comply with any rules and regulations set by the accommodation provider for the relevant Booking.
  - Each Traveller is responsible for payment of any charges made, in applicable properties, for use of facilities such as

electricity, gas, water, telephone, linen and security, and for any other fees levied by the accommodation provider for the use of amenities.

- The total number of people (including infants and children) must not exceed the maximum occupancy shown on the RBS or on our Confirmation. If this is not complied with access to the accommodation may be refused or additional amounts charged on arrival.
- For certain accommodation it is a condition of staying at the accommodation that a deposit is paid by the Traveller on arrival, which will normally be applied on a credit card, in order to cover any supplementary charges incurred.
- The RBS may contain a plan of the layout of the accommodation. If so, this is based on specifications provided to us by the accommodation provider. The plan will only be a general representation of the accommodation. Actual unit size, design, fixtures, furnishings and facilities may vary from those shown on the plan.

#### 4 PRODUCT INFORMATION

Product information posted on the RBS is based on information collected from accommodation providers and suppliers worldwide. Reasonable care has been taken that the content of our web site is correct but it is subject to amendment at any time without notice. All content on the RBS is published in good faith but you acknowledge that we, as booking agent, cannot check the accuracy of all information provided by our suppliers.

#### 5 STAR RATINGS/GRADINGS

- Hotels. Star ratings are used to symbolise the overall quality, level of service, food standard and range of facilities available in any given property. The criteria applied within each country will vary depending on the specific requirements established by the relevant issuing body where such a body exists. Descriptions of hotels on the RBS shall be referred to for information purposes only and are not a guarantee or warranty of any kind by us. Some countries do not use star ratings for official categorisation of accommodation.
- Apartments and villas. Gradings for apartments and villas are not equivalent to standard star ratings used for hotels. Where this information is available, apartments and villas are graded according to the general standard of the accommodation. The criteria applied within each country will vary and an official body does not always carry out this grading. Grading (where available) should be regarded as a general guide only. The gradings are for information purposes only and are not a guarantee or warranty of any kind by us.

Grade 1 : acceptable overall level of quality. Adequate provision of furniture, furnishings and fittings.

Grade 2 : good overall level of quality. Good overall standard of furnishings, service and guest care.

Grade 3 : good to very good level of quality. Good standard of maintenance and decoration. Ample space and good quality furniture.

Grade 4 : excellent overall level of quality. Very good care and attention to detail will be obvious throughout.

Grade 5 : exceptional overall level of quality. High levels of décor, fixtures and fittings, together with excellent standards of management efficiency and guest services. Excellent range of accessories and personal touches.

#### 6 Cancellations and Amendments

Cancellation charges will be applied in relation to the notice period between notification of cancellation and the date of stay at each place of accommodation within a Booking

##### Cancellations and amendments of Shared Transfer services

100% cancellation charges will apply to any shared transfer service

##### Cancellations and amendments of Apartments and Villas during non- Special Event Periods

Cancellations

Notice period	Charges
0-10 days	100% Charges
More than 10 Days	No charges

Amendments

Any changes or modifications to such bookings will be treated as cancellations and will incur cancellation charges. The only exception to this will be where additional rooms/beds/cots/nights are added to existing confirmed accommodation or nights.

##### Cancellations and amendments of accommodation (other than apartments and villas) during non Special Event periods

Cancellations

Notice period	Charges
0-2 days	The charge for the first night's accommodation
More than 2 days	No charge

Amendments where either the number of rooms (irrespective of room type) or the number of nights decreases will be charged as below:

Notice period	Charges
0-48 hours	25% of the charge for the first night's accommodation
More than 48 hours	No charge

- Traveller name changes, where accepted by the accommodation provider, and reductions in child ages will incur no charges. All amendments are subject to availability.
- If the Traveller does not arrive at the accommodation on the date on which they are booked to arrive or they leave the accommodation earlier than the date on which they are booked to leave, they will only be entitled to receive any refund due calculated from the time when TravelCube is notified. All such cancellations and amendments are subject to incurring the charge for the next twenty-four hours accommodation after our receipt of notification.

#### Apartment or villa accommodation during Special Event Periods

- 100% cancellation charges will apply to any apartment or villa booking.
- Any changes or modifications to apartment/villa bookings will be treated as cancellations and will incur cancellation charges. The only exceptions to this will be where additional rooms/beds/cots/nights are added to existing confirmed rooms or nights.

#### Accommodation (other than apartments and villas) during Special Event Periods

- Travellers will be notified at the time of Booking if a booking is within a Special Event Period, in which case the provisions set out in this Clause (as appropriate) will apply.
- 100% cancellation charges will apply to dates of stay falling within a Special Event Period. For dates of stay within the same booking, not falling within the Special Event Period, our standard cancellation and amendment conditions set out above will apply.
- Any amendments to dates of stay falling within a Special Event Period will be treated as cancellations and will incur charges as above. The only exceptions to this will be where additional rooms/beds/cots/nights are added to existing confirmed rooms or nights. Name changes during these periods are not permitted.

#### Travel arrangements other than accommodation:

Where special conditions are attached to any tour you will be informed at the time of booking of the relevant cancellation conditions which will apply.

For tours without special conditions cancellation charges will be applied in relation to the period between notification of cancellation and the date the service is due to commence.

#### Cancellations and Amendments of Scheduled Sightseeing Tours

Notice period	Charges
0-72 hours	100% charges
More than 72 hours	No charges

#### Cancellations and Amendments of Private Transfers and Tailor-Made Sightseeing Tours

Notice period	Charges
0-96 hours	100% charges
More than 96 hours	No charges

### 7 IMPORTANT INFORMATION

#### Shared Transfers:

- When joining a transfer, the traveller must produce a valid voucher. Without this voucher, the supplier will refuse to allow the traveller to join the transfer.
- For services beginning at airports, stations or ports, it is the traveller's responsibility to check their voucher and follow the procedure set out in order to join their transfer.
- Transfers are provided on the basis of one average sized suitcase and one piece of hand luggage per person. Should the travellers bring more luggage than this, they may be liable to a supplement to be paid directly to the transfer provider.
- Should the traveller not be able to join their transfer at the start of a service, it is their responsibility to call the relevant telephone number as shown on the Extra Information sheet before making alternative arrangements.
- For services beginning from accommodation, travellers should ensure that they are waiting at the appointed meeting point, as shown on the voucher, at least 5 minutes prior to your confirmed pick up time.
- When advising details for the service travellers wish to book, it is their responsibility to ensure that all details sent to us are correct.

- For services ending at airports, stations or ports, it is the traveller's responsibility to ensure that enough time has been left to complete their transfer, leaving enough time to complete all check-in and customs procedures.
- The durations of all transfers are representative of the driving time in average driving conditions. We take no responsibility for a flight, train or other connection being missed should the duration of the service exceed that which we display.
- Suppliers of shared transfers reserve the right to ask any person to withdraw from any transfer if they deem their acts or conduct offensive or a nuisance to other passengers and there shall be no further liability.
- Suppliers of shared transfers decline any responsibility for articles forgotten or lost in their vehicles.
- Pick up times from hotels and duration of all transfers are approximate and may be subject to traffic conditions.
- Where hotel pick-up is offered, suppliers will pick up from the majority of major hotels in the city, but not necessarily from all hotels.
- If the supplier is unable to pick travellers up from your requested hotel, an alternative pick-up point will be suggested.
- Suppliers of shared transfers reserve the right to alter or to cancel services at short or no notice for any reason.
- Where it is necessary to cancel the transfer, travellers will be offered a full refund.
- Tips are not included. These are at the traveller's discretion.
- Porterage is not included.
- If the traveller has booked a return service, the traveller must always confirm their return travel on arrival to secure their place, as schedules may be subject to change without notice, or may be cancelled if travel coincides with a national holiday.

#### **Scheduled sightseeing tours:**

- Tips are not included. These are at the discretion of the Traveller.
- Children travelling free may not be entitled to meals and must be carried on the lap of accompanying adults if no seats are available.
- Suppliers of sightseeing tours reserve the right to ask any person to withdraw from any tour if they deem their acts or conduct offensive or a nuisance to other customers and there shall be no further liability.
- Suppliers of sightseeing tours decline any responsibility for articles forgotten or lost in their vehicles.
- Pick up services from accommodation are provided on some tours however customers are asked to reconfirm these services 24 hours before the service date directly with the supplier.
- Pick up times from accommodation and duration of all tours are approximate and are subject to traffic conditions.
- Where accommodation pick-up is offered, suppliers will pick up from the majority of major accommodation providers in the city, but not necessarily from all of them.
- If the supplier is unable to pick up from the requested accommodation, an alternative pick-up point will be suggested.
- Suppliers of sightseeing tours reserve the right to alter itineraries or to cancel the tours at short or no notice for any reason.
- Where it is necessary to cancel the tour, Travellers will be offered one of the following options:

(a) To join the requested tour at an alternative time or on an alternative date; or

(b) To join an alternative tour; or

(c) To receive a full refund from us for the cancelled tour.

**Please ensure you are at your departure point 15 minutes prior to your tour start time**

#### **Private transfers and tailor-made sightseeing tours:**

- Porterage and tips are not included.
- For services where Travellers have luggage with them, it is the Travellers' responsibility to ensure that a large enough vehicle is booked to accommodate all luggage. If Travellers bring extra luggage that cannot fit in the vehicle, the Traveller will need to cover any additional costs incurred in transferring their luggage.
- For services starting at airports, stations or ports, it is the Traveller's responsibility to ensure that he/she waits for his/her driver or representative at the appointed meeting point as detailed on the Traveller's voucher.
- Should the Traveller not be able to locate his/her driver or representative at the start of a service for which a booking has been made, it is the Traveller's responsibility to call the relevant telephone number shown on the "Extra Information sheet" provided to the Traveller before making alternative arrangements.
- For services starting at accommodation, Travellers should ensure that they are waiting at the appointed meeting point, as shown on the Traveller's voucher, not less than 5 minutes prior to the confirmed pick up time.
- For transfer services where a local representative is included in the service, they will assist with check-in as necessary at the Travellers' accommodation, airport, port or station.
- For transfers that include the services of a driver, the driver will not assist with check-in at the accommodation or at the airport, port or station unless specifically stated in the extended description.
- For transfer services where a local representative is available at the airport only, the local representative will escort the Traveller to their waiting driver who will carry out the rest of the service in the booked vehicle.
- The durations of all transfers are representative of the driving time in average driving conditions. We take no responsibility for a flight, train or other connection being missed should the duration of the service exceed that which we display.
- Tailor-made sightseeing with a driver and a local guide does not include any entrance fees. Local guides enter many attractions free of charge, but where Travellers' require their Guide to accompany them into an attraction, they

may be asked to cover the guide's entrance fee as well as their own.

- Where available, tailor-made sightseeing may be conducted with a driver providing the commentary whilst driving. Travellers should note that although drivers are able to give a commentary while driving, they may not be able to park the vehicle and accompany Travellers inside specific attractions and they may not be permitted to conduct tours on foot, due to guiding regulations. This option is therefore best suited to Travellers looking for a panoramic city tour.
- Tailor-made sightseeing should be conducted within city limits.
- For tailor-made sightseeing services Travellers can expect their local guide to have a good overall knowledge of the city sights but if they require exceptionally in-depth commentary on a particular attraction, this may not be possible.

## **Packages**

- Any amendment to any component part of a package Booking after it has been sold will result in that package Booking becoming unpackaged, and any remaining individual component will subsequently become an individual Booking. If any package Booking amendment results in a variation to the price originally invoiced, a new invoice will be issued for each new Booking.
- Unless otherwise stated, cancellation of all package Bookings must be received not less than 72 hours in advance before travel and any cancellations received after this deadline will be charged in full. Other cancellation deadlines may be advised separately on-line or in our tariff for specific items.
- For specific conditions on Hotels, Private transfers and tailor made Sightseeing, Shared transfers, Scheduled sightseeing tours and extended tours, and Rail passes, please see the relevant section within these conditions.
- These specific package conditions override other conditions regarding amendments and cancellation mentioned elsewhere for individual items, except that any Booking that was originally packaged and which becomes unpackaged will be subject to the standard Booking Terms.

## **8 COMPLAINTS**

Any complaint regarding the supply of a service should be brought to the attention of the accommodation or service provider as early as possible during the Traveller's stay in order for the complaint to be dealt with quickly. However if not resolved to your satisfaction it should be notified to us in writing by email within 1 month of the date of service. Any complaint received after 1 month of the date of service will not be investigated.

## **9 LIABILITY**

- Although we take reasonable care to ensure that the descriptions on the RBS are correct we do not own or operate hotels or other accommodation or travel services. We accept no liability for errors or omissions in the description of accommodation or other travel services on the RBS. We reserve the right to change your accommodation Booking to one of at least comparable standard and to notify you of such change as soon as possible after it occurs. No compensation is payable for such changes. In extreme circumstances we may be forced to cancel your Booking in which case you will be notified of such a change as soon as possible and a full and prompt refund will be made.
- We are not liable for personal injury, illness, property damage or any other loss (direct or indirect) or expense arising out of actions of hotels, transportation companies or other suppliers providing services reserved through us unless such loss or expense is due to our negligence or default. In no circumstances shall we be liable for any consequential and indirect loss or damage. Our liability in respect of any Booking shall be limited to the total amount paid by you to us for such Booking. The foregoing shall not limit our liability for death or personal injury caused by our negligence.
- We endeavour to ensure that any discount vouchers are redeemable, however we allow our supplier partners to change the terms of such vouchers or withdraw them without notice at any time. This rarely happens and whilst the discount should be available it cannot be guaranteed.
- We shall not be liable for any failure or delay in performance of our obligations, which results directly or indirectly from any cause or circumstance, which is beyond our reasonable control. Without limiting the generality of the foregoing, the following shall be regarded as such circumstances: act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, revolution, the act of any government or authority (including but not limited to refusal or revocation of any licence or consent), fire, flood, epidemic, lightning, explosion, fog or bad weather, interruption or failure of a utility service (including but not limited to electricity, gas, water or telecommunications), renovations undertaken by the accommodation providers, strikes, lockouts or boycotts, embargo, blockade.

## **10 GENERAL**

- We reserve the right to change these conditions from time to time.
- The Confirmation, the Retail Agent Agreement and these conditions represent our entire agreement and as a result, you have not entered into a contract with us on the basis of any representation not expressly incorporated into these documents.
- If any of these conditions shall be illegal or unenforceable such term shall not form part of the conditions but the validity and enforceability of the other conditions shall not be affected.

The laws of England shall apply to these conditions and shall be subject to the exclusive jurisdiction of the English courts.

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