

Terms and Conditions

These Conditions, together with the separate commercial terms ('Commercial Terms') that we have agreed and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Getabed Cyprus whose registered office is 120 Gladstonos Street, Foloune House, 4th Floor, Office D1, 3032 Limassol, Cyprus and Key Resorts International JLT whose registered office is 3805, X3 Tower, X Cluster, Jumeirah Lake Towers, Dubai, UAE, P O Box 487891 and who is licensed by Getabed Cyprus Limited for the management and operation of the Getabed trade (referred to in this document as 'we', 'us' or 'our'). Please read them carefully as they set out our respective rights and obligations. In these Conditions references to "you" and "your" mean the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred. By making a booking, you agree that you have read these terms and conditions and you have the authority to and do agree to be bound by them. No other terms, representations, information or advice given in writing or orally will form part of this contract.

References to 'arrangements' in these conditions means the accommodation featured on our website at www.getabed.co.uk.

These terms and conditions govern both the booking of arrangements with suppliers on your behalf (Section A) and the terms on which we authorise you to make sales of those arrangements. (Section B)

SECTION A - TERMS ON WHICH WE WILL MAKE A BOOKING ON YOUR BEHALF

We act only as an agent in respect of bookings of all arrangements we take and/or make on your behalf. For all arrangements, your contract will be with the supplier of the arrangements in question (the 'supplier(s)'). When making your booking we will arrange for you to enter into a contract with the applicable supplier(s) of the arrangements. Your booking with us is subject to these terms and conditions and the specific booking conditions of the relevant supplier(s) you contract with and you are advised to read both carefully prior to booking. The supplier's terms and conditions may limit and/or exclude the supplier's liability to you. The terms and conditions of the supplier(s) applicable to your booking can be viewed.

Website Accuracy

We have taken care to ensure that the information provided on our website is accurate. However, in compiling it, we have to rely on the information supplied to us by the suppliers featured on the website who may change their product, facilities or schedules without notice to us. Photographs, lists of hotel amenities, general product descriptions and other descriptive material on the website may therefore contain inaccuracies. Any hotel ratings displayed on this website are intended as only general guidelines. Changes and errors do occur and so we reserve the right to correct prices and other details in such circumstances.

Prices

On behalf of the suppliers concerned, we reserve the right to amend the price of unsold arrangements at any time and correct errors in the prices of confirmed arrangements. The price of your arrangements will be confirmed at the time of booking.

The price of your confirmed arrangements is subject at all times to changes in the taxes applicable to your arrangements. Such changes will be notified

to you as soon as the relevant supplier notifies us of the change in price and we will issue you with a new confirmation invoice detailing the change and applicable payment terms.

Special requests

If you have any special requests, please let us know at the time of booking. We will pass on all such requests to the supplier, but we can't guarantee that they will be met and we will have no liability to you if they are not.

Payment

We will collect payment for your accommodation on behalf of the supplier. Full payment terms are detailed in your commercial terms. If full payment is not received in accordance with your commercial terms, we will notify the supplier who may cancel your booking and charge the cancellation fees applicable to their contract with you (these will be specifically notified to you during the booking process and you will be asked to specifically agree to them prior to you placing your booking). Except where otherwise advised, all monies you pay to us for arrangements will be held on behalf of the supplier(s) concerned.

Confirmation

Unless otherwise stated in your commercial terms, you will not have a contract for the supply of accommodation with the Supplier concerned until we have received full payment on their behalf. The Supplier will not accept any liability in respect of any accommodation until this time. Once we have received payment from you, we will be able to place your booking with the Supplier.

On behalf of the supplier, we will send you a reservation number and then a confirmation invoice showing details of the arrangements booked. Suppliers may refuse to accept a booking at their discretion. You will be notified of any refusal prior to issue of a reservation number.

Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. Any subsequent changes will be subject to availability and may attract an alteration charge (see clause below). We have no responsibility for any errors in any documentation except where an error is made by us.

Changes and Cancellations by you.

Prior to booking, you will be advised of the applicable supplier's cancellation charges and when they apply. You must confirm acceptance of these conditions before we will confirm your booking on behalf of the supplier.

a) Cancellations

If you wish to cancel your reservation, you must do so via the website, using the 'cancel bookings' section, or you must email cancellations@getabed.co.uk. Cancellations must be sent by the party making the booking and named on the confirmation invoice. The cancellation request will be effective on the date you receive a written confirmation of cancellation from us.

Cancellations can only be accepted in accordance with the terms and conditions of the supplier of your arrangements. In the event that you choose to cancel your booking via the website, such cancellation charges will be displayed before you confirm cancellation and if you make it in writing, we will notify you of such charges prior to processing your cancellation. The charges will be the same as you accepted prior to

confirming the booking. Please note that a booking will not be cancelled until we have given written confirmation of cancellation on behalf of the supplier concerned.

b) Changes

If you wish to make any alterations to your confirmed reservation details e.g. change of name, date, services, duration etc. the person named on the confirmation invoice must send a written alteration request to us at bookings@getabed.co.uk at least 42 days before the departure date. Whilst we will try to assist, we cannot guarantee that such requests will be met. Amendments can only be accepted in accordance with the terms and conditions of the supplier of your arrangements and the supplier's terms may stipulate a fee payable for alterations or may treat them as a cancellation, attracting cancellation charges.

Please ensure that you have received written confirmation of any changes to your booking prior to travel.

Changes and Cancellations by the Supplier

We will inform you as soon as reasonably possible if the supplier needs to make a significant change to your confirmed arrangements or to cancel them. We will also liaise between you and the supplier in relation to any alternative arrangements offered by the supplier but we will have no further liability to you.

Our responsibility for your booking

Your contract for the supply of accommodation is with the accommodation supplier and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the accommodation. Our responsibilities are limited to making the booking in accordance with your instructions.

We will not be responsible:

1. where the accommodation cannot be provided or cannot be provided as described due to circumstances beyond ours or the applicable supplier's control;
2. where you incur any loss or damage that relates to any business activity; or which could not have been foreseen at the time you made your booking in the light of the information you gave to us at the time of booking;
3. for any information about the accommodation that we pass on to you in good faith;

Our maximum liability to you if we are found to have been at fault in relation to any service we provide is limited to the cost of your booking (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 that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

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

supplier 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.

Complaints

Because the contract for your arrangements is between you and the supplier, any queries or concerns should be addressed to them. Problems must be reported to the supplier or their agent at the time of the occurrence of the facts giving rise to the complaint. If the complaint remains unresolved, write to the supplier. You will see their name and contact details in any confirmation documents we send you.

If you have any complaints concerning any services we provide, you must inform us straight away in writing and in any event within 28 days of the end of any arrangements booked through us. We regret we cannot accept any liability if we are not so notified.

Accommodation Ratings and Standards.

All ratings are as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given.

Resort Fees and City Taxes

Please note that resort fees and city tourist taxes are now charged by hotels in some areas such as (but not exclusively) Florence, Rome, Las Vegas, Florida, Cologne, Budapest and some parts of France and Switzerland. These charges are determined by the hotel or city councils and are subject to change. They cannot be prepaid and are beyond the control of Getabed.

Miscellaneous

Booking fees may on occasions cause our rate to be higher than the hotels published rate. If this is the case no monies will be refunded by Getabed. We cannot and will not guarantee bedding in any accommodation booked through us. Single, double, triple and quad rooms refers to the number of adults in any room not the amount of beds.

SECTION B - Terms on which we authorise you to sell arrangements yourself

We authorise you to act as our non-exclusive retail sub-agent to sell or supply arrangements within the United Kingdom; ('Agency Sales')
In respect of Sub-Agency Sales you agree:-

- To ensure that any contract for arrangements incorporates a set of our booking conditions and the applicable supplier's booking conditions before you confirm any booking.
- To create and despatch contractual documentation in such a manner so as to ensure that it is clear to the buyer of the arrangements that the contract for arrangements is between the buyer and the Supplier.
- Not to represent to the consumer that their arrangements will be protected by any means of financial protection for their forward payments and repatriation in respect of arrangements, arranged by us.

- To apply the cancellation and amendment policy contained in our booking conditions and supplier's booking conditions relating to the arrangements to any cancellation or amendment requested by any buyer of the arrangements.

In respect of sales of all arrangements you agree:-

- To comply with all relevant UK laws and regulations, including any relevant data protection legislation, insofar as they affect your activities.
- To give accurate and complete descriptions of arrangements and not make any representations, verbally or in writing, which are inconsistent with those appearing on our website or which are inconsistent with information previously given by us or the applicable supplier.

General

These Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. No variation of these terms shall be effective unless made in writing and signed by both parties.

We both agree that you have not relied on and you are not entitled to rely on any warranty or representation except as expressly stated or referred to in these terms and these terms set out the entire agreement and understanding between the parties in connection with matters described herein.

If any exclusion(s) or limitation(s) contained in these terms 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 terms for that purpose / those purposes. Such omission shall not affect the validity, effectiveness or enforceability of the other provisions of these terms. Headings used in these terms and conditions are for convenience only and shall not affect their interpretation.

The parties hereby exclude any rights that any other party may have in relation to this Agreement under the Contract (Rights of Third Parties) Act 1999.

Nothing in these conditions is intended to or shall operate to create a partnership or joint venture of any kind between the parties