

Preamble

These booking conditions apply when a booking is made by you via one of our agents. We contract with you the client as the service provider for the supply of hotel accommodation.

It is vital that you read these booking conditions as they contain important information and you will be bound by them

Purchase

When you make a booking through one of our agents, you will be entering into a contract with us. You must be over 18 years of age and you will be deemed to accept financial responsibility for all members of the party when a booking is made in your name.

You will be required to pay the agent either a deposit or make full payment, and sums shall then be collected by us from the agent. All bookings are due for payment in accordance with the payment terms agreed by way of a separate agreement between us and the agent that you booked through.

If full payment has not been received by the due date your booking may be automatically cancelled and we may impose cancellation fees in accordance with the information detailed below. Unless the Service has been paid in full, you are not entitled to any Services.

When providing data such as names and dates for your booking please ensure that the data is accurate and that the names given are exactly as shown on the relevant person's passport. Please check that the information recorded on any documents we supply to the agent you booked through are correct and if there are any errors please advise your agent immediately by email so they can advise us. If changes are subsequently required because you or your agent fail to do so or because of your or the agents own error, an amendment fee will be charged per amendment. These charges are in accordance with the cancellation terms agreed by way of a separate agreement between us and the agent that you booked through.

If you make more than one booking at any single time, those bookings will be taken as individual reservations and will be covered by these booking conditions.

Upon making a booking, we will send the agent (i) a confirmation email for the booking and (ii) a voucher. You are then bound by these booking conditions that should be issued to you by the agent at the point of booking. Your contract will be with Youtravel.com and we are obliged to provide the hotel accommodation covered by the booking.

The cancellation policy and your cancellation rights are set out below in these booking conditions. In addition to these conditions, both we and the agent may cancel this booking within 48 hours of the time when we sent the confirmation email to the agent. Such cancellation can only be made for the reasons set out below under the heading "48 Hour Cancellation". Such cancellation must be notified by email sent within the 48 hour period after the confirmation email.

48 Hour Cancellation

Please note that when you receive the details of the booking from the agent you booked through, it is important that you check them carefully and the agent is advised within 48 hours if any errors have been made in order that those errors can be rectified or the booking cancelled based upon such errors. Please note, in order to protect our commercial position we may inform the agent that the booking you have made has been cancelled, if within 48 hours we notice that there has been an error on the website and/or information in respect of price, availability, room type or board type. The relevant cancellation voucher will be sent to the agent the working day following the day of our email cancelling the booking.

Your Rights

When a booking has been completed (i.e. you have received the confirmation email from the agent you used to make the booking), Youtravel.com is obliged to provide you with accommodation as described on the voucher. Rooms will be allocated at the time of check-in. Please note the hotels cater for an international clientele and staff working in the hotels may not all be English-speaking. Please also note

that whilst this website endeavours to offer accurate information at all times, certain facilities may occasionally be withdrawn by the hotels due to low occupancy, to enable repairs to be carried out, at the beginning and end of the season, or for any other valid reasons. This is out of our control and we accept no liability in respect of any such withdrawal.

Your obligations

Travel documents will be issued by the agent that accepted your booking. Once we have dispatched confirmation vouchers to the agent we will assume they have been safely received and dispatched on to you. Please note that it is essential that you have documents for each service you book so that you can access that service. Therefore if you lose or fail to receive any of the vouchers that you need it is vital that you contact the agent you have booked with before you travel. If you travel without any of your vouchers we will not be liable for any costs incurred by you if as a consequence you are unable to obtain the service you have booked.

All minors must be escorted by their parents or provide us with an appropriate consent form before bookings will be accepted. Please note that you must in all instances make yourselves aware of and respect the terms and conditions of the hotel and also any local or national legislation that may apply in the resort you choose as Youtravel.com will not accept liability for any financial or other loss incurred if you fail to do so. Please be aware that it is the policy of some hotels in certain countries (e.g. Egypt, Tunisia and Morocco) not to allow nationals to book at special contracted rates sold outside of that country. Please also be aware that it is the policy of most hotels in Dubai not to allow nationals of Bahrain, Kuwait, Oman, Qatar, Saudi Arabia and United Arab Emirates or Middle Eastern countries to book on special contracted rates sold outside of these countries. Please advise the agent that you are booking through prior to making such a booking so they can in turn contact us. To protect our interests we retain the right to verify your personal information at the time of booking, your failure to do so might result in cancellation of the booking.

Insurance

It is important that you and your party take out proper travel insurance at the time you book. From time to time we may provide a link via this website to a partner who will be able to supply information on insurance policies but we accept no liability in respect of any insurance cover offered by partners and would advise discretion when insurance providers are chosen.

Amendments & Cancellations

If you wish to make changes to a confirmed booking we will try to accommodate any such requests but since there may not be availability on the date required we cannot guarantee that requests will be met. Cancellation and amendments must be done via the agent you booked through.

If you cancel or amend your booking after it has been confirmed we will charge cancellation or amendment charges. These charges are in accordance with the cancellation terms agreed by way of a separate agreement between us and the agent that you booked through. These may be 100% of the cost of the service that you have booked. These charges will be applied at the time of cancellation or amendment, and will be collected by the agent on our behalf.

Please note that if the required amendment involves a change of hotel, the amendment will be considered to be a cancellation of the original booking and the appropriate cancellation charges set out in the table above will apply.

Notwithstanding anything to the contrary in these booking conditions, if the room type booked is described as non-refundable, the cancellation fee will be charged at 100% of the total cost of the booking. This supersedes any other cancellation policy and any other cancellation terms. Please note, these specific non-refundable room types will be clearly shown at the time of booking.

If your booking is for more than one person and one or more members of the party cancels, the remaining members of the party may find that the cost of their accommodation changes to reflect the consequent under-occupation of the accommodation booked.

Changes

We will endeavour at all times to ensure that hotels make no changes to bookings that we have made with them. If however we are advised by the hotel that they have to change the booking you have arranged or are unable to provide the services booked we will attempt to notify the agent you booked through by email as soon as possible before departure if we are able to do so. In the event we are advised by a hotel before departure that the accommodation that has been allocated to you is no longer available or cannot be provided, we will endeavour to provide you with similar accommodation but will have no other liability towards you or the agent you booked through. If you choose not to accept that accommodation you can cancel with a full refund but we will have no other liability towards you or the agent you booked through. Please note, however, that we will have no liability towards you or the agent you booked through in respect of any other services booked with third parties that may be affected by the service change. If, for whatever reason, we cannot contact the agent you booked through before departure or if a hotel is forced to transfer you and your party to alternative accommodation upon your arrival in resort, they will use their best endeavours to find you and your party alternative equivalent accommodation to that originally booked. When that undertaking has been fulfilled neither they nor we will have any liability towards you or the agent you booked through. Please note that if for any reason (for example a significant flight delay of two hours or more) your arrival date or time changes, it is vital that you notify the hotel immediately. Otherwise you and your party may be considered to be a no show, your accommodation may be released and 100% cancellation charges will apply. Please also note that no refund can be claimed if you and your party stay at the accommodation for a shorter period than that for which you have booked.

Behaviour

If the hotel management has reason to believe that the you or any member of your party has caused damage to the hotel property and/or has behaved in a way that has caused or is likely to cause danger and/or distress to other guests and/or hotel staff, they reserve the right to terminate you and your party's stay immediately and we will in those circumstances be under no further contractual obligation to you and your party. Full cancellation charges will then apply and neither the hotel nor Youtravel.com will have any further responsibility for or liability towards you and your party. Furthermore, if you, or any member of your party causes damage to the hotel or to any other third party during their stay, you and your party will be liable for the cost of repairing any said damage and you and your party will be liable for any subsequent claim made against us or the local agents or the hotel by the relevant party. You and your party will in all instances be liable for all and any expenses incurred during your stay and these must be paid in full before you leave the hotel.

Communication

In instances whereby bookings are made directly with us by an individual on behalf of other individuals, we will communicate only with the party leader ("the guest") who will be deemed to take responsibility for all members of his or her party and who will be expected to communicate to the remaining members of his or her party any information supplied regarding the booking. We will act at all times upon the assumption that the guest has obtained agreement from all party members to the original booking and to any subsequent changes of any nature that maybe made to the booking. In instances whereby bookings are made by a company (or other entity) and not the guest we will communicate with the company/entity. All communication and confirmations between the parties will be effected through emails.

Limitation of Liability

We assume no liability for any of the accommodation arrangements, apart from cases where damage to you was caused by our negligence. On your behalf, we will pursue against the hotel owner any other claims for compensation or damages for any incident that may occur during your stay at the hotel. You agree to provide all reasonable assistance to us via the agent you booked through in pursuing that claim, including the provision of evidence, witness statements etc.

To the extent permitted by law, (i) we assume no liability for any products or services that may be supplied by partners nor for any other services (eg flights or transfers) booked with third parties; and (ii) we will not be liable for any act or omission by any person not employed directly by us. Our liability is in respect of the provision of the accommodation only.

Any special requests must be made directly with the hotel and we offer no guarantee that those special requests will be met. We do not give any undertaking as to whether a hotel will be able to cater for those who require special diets nor do we give any undertaking as to the suitability of properties for

disabled clients. If any member of a party requires a special diet or suffers from a disability, appropriate checks should be made before booking to establish that the property chosen is suitable.

Without prejudice to the generality of the foregoing we cannot be responsible for any loss, damage or expense caused by strike, civil commotion, fire, war, threat of war, terrorist activity, National or nuclear disaster, late delivery, adverse weather conditions or other force majeure or relevant factor which may impact on the services.

In any event, to the extent permitted by law, the maximum liability of Youtravel.com to you in respect of any claim arising against Youtravel.com in connection with each booking will always be the total price paid for the specific booking related to the given complaint.

Complaints

We hope you will have no cause for complaint but if you have any complaints during your stay at the hotel you should try and resolve them immediately by reporting them to the hotel staff. If the problem is not resolved you must contact our local agents whose numbers are shown on the accommodation voucher. If the hotel and/or our local agents are unable to help you, then you must contact the agent that you booked with and we will endeavour to assist them with your complaint. The latter step is essential if you wish to move as it is only with the authorisation of the agent through whom you booked that a move in resort can be actioned. Please note that if you fail to follow the above procedure it will affect our response to any complaint made at a later time.

If you wish to follow up a complaint when you return home please contact the agent that you booked with within 28 days of your return and we will endeavour to assist them with your complaint.

Governing Law

This agreement is governed by the laws of England, Scotland and Wales, and all disputes arising under or in connection with it shall be referred to an English, Scottish or Welsh Court dependent upon the location of the Claimant in each instance.

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