

## Booking Terms & Conditions

“W2M” refers to “World 2 Meet, S.L.U.”, a corporation organised under the laws of Spain whose registered office is at Gremi Cirugians, 48; 07009 Palma de Mallorca (Spain). The term “You” means the party accessing W2M’s website or the XML booking interface for onward sale to a consumer.

By accessing or using W2M’s website and/or the XML booking interface, you agree that these Booking Terms & Conditions shall apply to any Booking made. If you do not agree to these Booking Terms & Conditions, please do not complete any Bookings.

### 1. GENERAL

W2M acts as a disclosed agent of accommodations and other travel services in respect of all Bookings made through W2M’s website or the XML booking interface. For all Bookings, the consumer’s contract will be with the services suppliers, acting W2M as an agent of the Accommodation Provider or the relevant travel services Supplier (the Principal).

W2M do not sell or offer for sale any “packages” or act as an “organiser” within the meaning of the UK Package Travel, Package Holidays and Package Tours Regulations 1992, EU Directive 90/314 EEC and Directive 2015/2302 these Regulations do not apply to any booking you may make.

By making a booking with us, you agree that:

- a) you have read all the terms and conditions set out on this webpage and agree to be bound by them
- b) you consent to our use of your information in accordance with our Privacy Policy; and
- c) you are over 18 years of age, and where placing an order for services with age restrictions, you declare that you and members of your party are of the appropriate age of purchase those services

## **2. BOOKINGS**

Each Accommodation Supplier may provide the accommodation in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the liability of the Principal to you. The booking conditions of the Accommodation Supplier will be available to you upon your request.

Blocking accommodation reservations with a view to future sales is not permitted. W2M reserves the right to cancel all reservations made with such a purpose without accepting any responsibility whatsoever for doing so.

W2M may suspend access to the website and/or through the XML integration due to maintenance work, for network security reasons or as a result of force majeure, with no obligation to compensate you or the consumer in any way for the period during which access is suspended. Additionally, W2M reserves the right to disconnect and deny access in the event of any misuse of the website or XML integration being detected.

We recommend you always look at the Travel Advice section of the Foreign & Commonwealth Office website before travelling abroad: [www.fco.gov.uk](http://www.fco.gov.uk) to check general visa, passport, health and safety information.

### **2.1. Group Bookings**

Group reservations are individual reservations for more than five rooms. If you wish to complete a Group reservation you will need to contact W2M for special applicable conditions to this kind of bookings. W2M reserves the right to cancel reservations in the event of suspicions of a booking of Groups.

### **2.2. Special Requests**

If the consumer has any special requests (such as dietary requirements, room location...) ("Special Requests"), those should be disclosed at the time of making the Booking. W2M will inform all Special Requests to the relevant Accommodation Supplier, but cannot guarantee that an Accommodation Supplier will agree to a Special Request. Unless and until expressly confirmed, all Special Requests are subject to availability. For the avoidance of doubt, the acknowledgment (whether on a Booking confirmation or otherwise) that a Special Request has been communicated to the Accommodation Supplier is not confirmation that the request will be met.

### **2.3. Change Requests & Cancellations**

You may request to make a change to a Booking after it has been confirmed. W2M will liaise with the Accommodation Supplier to effect this change, but W2M cannot guarantee that an Accommodation Supplier will agree to any Change Request. Depending on the type of change and the conditions of the Accommodation Supplier, charges and/or cancellation fees will apply which can amount up to 100% of the Booking.

If the consumer fails to check-in on time, the booking will be considered as a 'No-Show'. The booking might be treated as cancelled and the Accommodation Supplier's cancellation charges will apply.

### **2.4. Cancellations by W2M or the Supplier**

In case of a change to or cancellation of a Booking, W2M will provide to you the new booking details as soon as possible. Should the Accommodation Supplier be unable to fulfil the Booking, the Accommodation Supplier will provide an alternative accommodation. You may either accept the alternative accommodation offered or cancel the Booking with a full refund of all monies paid for that Accommodation Booking. If the Accommodation Supplier is unable to provide an alternative accommodation, the Booking will be cancelled with a full refund of all monies paid for that Booking.

You acknowledge that W2M is acting as an agent only for the Accommodation Supplier and cannot accept any liability for any changes or cancellations made to the booking unless such liability is due to W2M's own acts or omissions. If the Accommodation Supplier agrees to pay any compensation for making a change to, or cancelling, the Booking, then W2M will pass any compensation received on to you.

### **2.5. Check-in and check-out**

The consumer may be asked to provide ID, passport and a credit card as guarantee when checking-in. You agree to inform the consumer to take this with them. The consumer must check out of the room by 11:00a.m. local time on the booking departure date, unless otherwise stated on the accommodation voucher issued by us.

Local, resort fees and/or city taxes (or similar name) must be paid to the Accommodation Provider directly by the consumer and are not included in the booking.

### **3. CONTENT AND SERVICES DESCRIPTIONS**

All images of hotel rooms on W2M's website or XML integration are for representation purposes only and may not reflect the actual room the consumer is allocated.

There may be differences between the actual accommodation and its description. Occasionally, local conditions may mean that some facilities or services become unavailable or subject to restriction. Please be aware that advertised facilities within the hotel and around the resort may not be fully functional in early and late season.

The information provided through W2M's website or through the XML integration has been provided in good faith and obtained from the Accommodation Suppliers; as such it is the most up-to-date information possible, and W2M cannot be held responsible if said information, or any part of it, is not complete, updated or accurate. In the event of any failure or error in the information, W2M undertakes, once it has been made aware of it, to transfer the failure detected to the Accommodation Supplier, so it can be resolved by said party. Any obvious errors (including errata, typographic errors, mistakes in currency conversions and fee errors in general) are not binding. In the event of an error, W2M reserves the right to cancel any reservation made and to refund the money paid by the consumer, without any resulting responsibility for W2M.

### **4. DATA PROTECTION**

W2M will use and store the personal data supplied for providing the service contracted, and will transfer said data to services suppliers for that purpose. In compliance with Organic Law 15/1999 on Personal Data Protection, the Regulations of Royal Decree 1720/2007, EU Directive 95/46/EC and their corresponding regulations that complement, develop or replace them (referred to hereinafter as RPDP), W2M guarantees the security and confidentiality of any personal information received. At any time consumer may exercise their rights of access, rectification, cancellation and objection to the use or storage of their personal information in accordance with RPDP, via the e-mail address: [lopd@w2m.travel](mailto:lopd@w2m.travel)

## **5. LIABILITY**

W2M acts as an independent intermediary in the contracting of accommodation services and any other travel services offered, and as such cannot be held liable in the event of death, injury, illness, damages, loss, accident, theft, delay or any other irregularity resulting directly or indirectly from the services provided by the hotel or other providers that have been contracted.

This includes, but is not limited to the inability of any Accommodation Supplier to meet any Special Requests, changes or closures to area amenities or attractions or for any inaccurate, incomplete or misleading information about any accommodation or its facilities and/or services.

From time to time, maintenance, renovation or refurbishment and its associated noise are unavoidable at a hotel/accommodation. Please note that municipal works and other third-party building work in the vicinity of your accommodation is not the responsibility of W2M or the accommodation Provider.

We recommend you check before traveling visa, passport, health and safety information. W2M is not responsible for the omission of any of such requirement.

## **6. COMPLAINTS**

Any queries from you or the consumer relating to the accommodation or travel service must be addressed to the Accommodation Supplier immediately or as soon as reasonably practicable. If the consumer fails to inform the Accommodation Supplier immediately on spot, this may limit the ability for that Accommodation Supplier to investigate and rectify the complaint sufficiently.

We can assist you contacting the Accommodation Supplier if this is required by you. Should you require the assistance in contacting the Accommodation Supplier regarding a complaint, you must notify W2M of any complaint which you may have or receive from any consumer within seven days of receipt of such complaint. W2M shall, within 14 days of receipt from you, forward such complaint to the Accommodation supplier and shall use all reasonable efforts to obtain a response within 14 days from the Accommodation Supplier.

W2M shall have no further responsibility in relation to any consumer complaints and, in particular, shall have no responsibility either to ensure a response from the Accommodation Supplier or to assist you in negotiating with the Accommodation Supplier a response that you consider satisfactory.

## **7. FORCE MAJEURE**

Any event will only be considered “Force Majeure” if it is not attributable to the wilful act, neglect, default or other failure to take reasonable precautions of the affected party, its agents, employees or contractors.

Neither party will be responsible for the correct provision of the service in the event of an occurrence of Force Majeure, which is defined as any circumstance beyond the control of any of the parties and end providers of the services at destination that cannot be overcome and which have not been caused or provoked by the party invoking said situation, including (but not limited to) strikes, earthquakes, fires, floods, acts of terrorism, epidemics, wars, civil disturbances, insurrections, national emergencies or any other cases of national or regional emergency, explosions, and abnormal climate conditions, among others. W2M will not be held responsible, where applicable, of the costs and expenses of the new accommodation offered as an alternative, including, among others, differences in prices, transport costs, etc.

## **8. LAW AND JURISDICTION**

These Booking Terms & Conditions, including any non-contractual disputes arising out of or in relation to it, will be governed by the laws of Spain and subject to the exclusive jurisdiction of Courts of Palma de Mallorca. For consumer’s complaints, they can also be submitted to competent Courts of consumer’s domicile being applicable such Law.