

# Booking Conditions

## 1. Introduction

1.1 Booking of Accommodation through **Restel S.A** acting as a mediator/broker between you and the Accommodation, is subject to these terms and conditions (the "Terms and Conditions").

1.2 In these conditions a reference to

a) "you", "your" means the person who through a Travel Agent makes the booking and everyone else named on the booking (including anyone added or substituted at any time);

b) "Booking" means the contract, arranged through Name and your Travel Agent, for Accommodation between you and the Accommodation Provider for Accommodation;

c) "Lead Name" means the person identified on the booking confirmation as the "lead name" and to whom the documentation relating to the Booking will be addressed;

d) "Accommodation" means the hotel room(s), apartment(s), villa(s) or other form of accommodation and related services or products which you have booked or wish to book through Name;

e) "Hotel" means, as the context requires, the hotel in which a particular hotel room is situated, the apartment block in which a particular apartment is situated or the villa complex of which a particular villa is part;

f) "Accommodation Provider" means the owner and/or provider of the actual Accommodation;

g) "Travel Agent" means the person who makes the Booking for you;

h) "Name", "we", "us", "our" means **Restel S.A**, a company registered in Spain with tax code (CIF) A-58481417 and registered address C/ Xaudaro, 24 28034, Madrid, Spain.

1.3 Please read the Terms and Conditions carefully. They apply to all Bookings made and to all members of your party.

1.4 You will be deemed to have been given notice of and to have agreed to the Terms and Conditions by virtue of your Travel Agent having agreed to them on your behalf.

1.5 Your Travel Agent, by making your Booking on our booking system, agrees to the Terms and Conditions on your behalf and warrants and represents that it has explained to you the nature and scope of the Terms and Conditions.

## 2. Your contract for accommodation

2.1 We act as booking agent on behalf of the Accommodation Providers whose Accommodation appears on the Travel Agents website and your contract is with the Accommodation named on your booking confirmation which will be issued by your Travel Agent.

2.2 When you book Accommodation, we send you confirmation of your booking by email to your Travel Agent and it is at the time that we send this confirmation that a binding contract between you

and the Accommodation Provider comes into existence and the date of the contract is the date that appears on the confirmation. Once the contract has been formed between the Accommodation Provider and you, you have the unconditional obligation to pay for the Accommodation (subject to your right to cancel in accordance with clause 6), but the Accommodation Provider's obligation to provide you with Accommodation is conditional upon us, as the agent of the Accommodation Provider, receiving payment in full for the Accommodation in accordance with the agreement between us and your Travel Agent. If payment is not received by us in accordance with that agreement or if we have reasonable grounds to believe that payment will not be received, the Accommodation Provider is released from the obligation to provide you with the Accommodation.

2.3 It is important to check carefully the details of your booking, when you receive your confirmation email. If you want to cancel or change your booking later, you may have to pay amendment or cancellation charges (set out below). These can be the full price of the accommodation booked.

2.4 In parties of two or more people, the Lead Name accepts responsibility for making full payment for all members of the party. We will address all vouchers and other information to the Lead Name, who is responsible for ensuring that the other members of the party are kept fully informed.

2.5 Once the contract is made, the Accommodation Provider is responsible for providing you with the Accommodation you booked and you are responsible for paying for it, in each case subject to the booking conditions stated here and to any other terms and conditions specific to the relevant Accommodation.

2.6 If you are aged under 18 (on date of departure) and your parents or guardians are not travelling with you, they must write to us with their written consent.

2.7 Without prejudice to the generality of Clause 2.1, nothing in these terms and conditions renders us liable for (i) any sums due from any Accommodation Provider to any agent or (ii) any obligation any Travel Agent may have to you (whether to disclose or rebate any commission, deductions, discount, agency fee or similar payment or otherwise).

### **3. Payments**

3.1 Please see your Travel Agents terms and conditions for payment terms.

3.2 Your booking may be cancelled if you fail to make payment on time and you will be liable to pay the cancellation charges set out below.

3.3 Payment for incidental extras (e.g. refreshments from mini bars, telephone charges, etc.) has to be made directly to the Accommodation Provider when you check out.

3.4 Infants under the age of 2 when sharing a room with 2 full fare paying adults are normally accepted by reservation handlers free of charge if there is space in the room. However, payment must be made directly to the hotel for any additional services such as cots or food

3.5 Extra beds for third adults and children sharing a room with 2 full fare paying adults may be sofasbeds or folding beds

### **4. Checking in and out of the Accommodation**

4.1 Accommodation has to be cleaned after the departure of previous guests and will, therefore, normally only be accessible after 2pm. This will, however, vary by Hotel and individual arrival.

4.2 If you plan to arrive at your Accommodation before this time and require immediate access to your Accommodation, it will have to be booked from the previous day.

4.3 On arrival at your Accommodation, you will be required to register and your Accommodation will be allocated to you upon completion of registration.

4.4 To allow the Accommodation Provider to clean the Accommodation before the arrival of other guests, you must check out of your Accommodation before 12 noon on the last day of your stay.

## **5. Making changes to your Booking**

5.1 If you want to change any aspect of your booking after we have sent your confirmation, we will do our best to help. However; the Accommodation Provider has no obligation to make any change, although it will permit you or any member of your party who is prevented from travelling to transfer the booking to someone else, provided you give us reasonable notice of the transfer.

5.2 Any change must be made through your Travel Agent who must confirm the change by e-mail. If the Accommodation Provider is able to make the change, we will make an administration charge and there may potentially be additional charges from the Accommodation Provider, depending on their terms and conditions.

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

5.4 If you wish to make any change to your 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 direct to the Accommodation Provider.

## **6. Cancelling your entire Booking**

6.1 Please see your Travel Agent for cancellation procedures and costs.

## **7. Changes to your Booking made by the Accommodation Provider**

7.1 If the Accommodation Provider makes a change to your booking, we will inform your Travel Agent as soon as possible, but will have no other liability towards you.

7.2 We will try to avoid having to make any changes to your Booking. If in the unlikely event that we are informed by the Accommodation Provider that they are unable to provide the accommodation which you have booked, we will try to provide you with similar accommodation of equal standard. If we are unable to do this or you prefer not to accept our alternative, you may cancel free of charge.

## **8. Holiday Insurance**

8.1 We strongly recommend that you take out adequate holiday insurance. It is your responsibility to check you have adequate insurance cover. The insurance should cover, amongst other things, the

cost of cancellation by you, all medical costs and the cost of assistance including return to the UK in the event of an accident or illness.

## **9. Special requests**

9.1 You should ask your Travel Agent to explain the standard services for the Accommodation you wish to book.

9.2 If you have any special requests that do not form part of the standard services for the Accommodation to be booked (for example dietary requirements, cots or room location) please let us know in writing at the time of booking.

9.3 We will pass on all such requests to the relevant Accommodation Provider, but unfortunately cannot guarantee that they will be met. Further, if the Accommodation Provider is unable to meet such requests, neither we nor they can have any liability to you in this respect.

## **10. Our responsibility to you for your Booking**

10.1 Because we are acting only as mediator/broker we have no liability for any of the Accommodation arrangements and in particular no liability for any illness, personal injury, death or loss of any kind, unless caused by our negligence.

10.2 Any claim for damages for injury, illness or death arising from your stay in the Accommodation must be brought against the Accommodation Provider and will be under the jurisdiction of the law of the country in which the Accommodation is based.

## **11. Complaints procedure**

11.1 If you have a complaint while you are staying at the Accommodation, you must inform the management of the Hotel immediately, in order to give them the chance to resolve the problem. Any right to compensation may be lost if you fail to do this.

11.2 If the issue is not resolved to your satisfaction, you should contact your Travel Agent. We will act as an intermediary to try and rectify the problem. In the event that we are unable to do so and you wish to take matters further, you must do so directly with the Accommodation Provider concerned.

## **12. Your conduct**

12.1 When you book Accommodation through us, you accept responsibility for the proper conduct of yourself and your party during your stay. The Accommodation Provider reserves the right to terminate at any time your stay in the Accommodation or that of any member of your party if, in their reasonable opinion, your conduct is improper.

12.2 Full cancellation charges will then apply and no refund will be given. Furthermore, the Accommodation Provider shall be under no obligation whatsoever to pay compensation or meet any costs or expenses you may incur as a result of their terminating your stay in accordance with this paragraph.

12.3 If your actions or those of any member of your party cause damage to the Accommodation in which you are staying, you agree to fully indemnify us against any claim (including legal costs) made

against us by the Accommodation Provider. You will also be liable to make a reimbursement before the end of your stay to the Accommodation Provider for any such damage caused.