

Terms and conditions

For all intents and purposes of the following Terms and Conditions, the website of www.welcomebeds.com, hereinafter the offer /website, is the informative document into which these terms of service are incorporated.

1. Legal regulations applicable and the acceptance of the Terms and Conditions.

The following Terms and Conditions are subject to provisions in the Royal Legislative Decree 1/2007, of 16 November, in which the restated text of the General Law for the Protection of Consumers and Users is approved, as well as additional laws, amended by Law 3/2014, of 27 March.

The following Terms and Conditions will be incorporated to all the contracts whose aim will be the services provided in the offer/ website. They oblige the parties, under particular conditions negotiated within the contract or those stated in the provided service documentation, at the moment of signing the contract.

2. Organisation.

Globalia Travel Club Spain S.L.U., with CIF B-38991279, residing in C/ Fernando Beautell, 15, postcode 38009 Santa Cruz de Tenerife (Tenerife), Licence number I.C. I-AV-0000113.1, or by Globalia Business Travel S.A.U., CIF A-37064169, residing in Carretera Arenal in Lluçmajor, Km 21,5 - postcode 07620 Lluçmajor (Balearic Islands) - C.I.-BAL-405M/d, depending on the contracted destination.

3. Pricing.

The prices of the hotel booking are, generally speaking, per PERSON AND NIGHT on the base of a double room, unless stated otherwise, specified in each establishment. These prices are subject to the minimum-stay requirement. The prices of the apartment booking are, generally speaking, per APARTMENT AND NIGHT, accommodation only, unless specified otherwise in each establishment. The prices of hotels and apartments are subject to the minimum-stay requirement.

4. Minimum-stay requirement.

The dates required for a minimum stay ought to be checked in each establishment, above all, in the high season, as well as the mandatory entry dates. In some establishments, a stay shorter than required might be scheduled once an additional fee is paid (according to availability). These fees do not include discounts of any type: for children, third persons or special offers.

5. Special offers.

When services are hired as special offers, last minute or equivalent, at a price that varies from the one offered in the catalogue and /or on the website www.welcomebeds.com, the services included in the price are exclusively those which are specified by the offer. It is so, even when the aforementioned offer makes reference to some of the services described on the website and /or the catalogue provided that this reference is made exclusively as general information.

6. Hotels and Apartments.

There is a possibility that that customers ought to pay in the establishment itself the local regional taxes. Its amount could vary according to the type, category, season and the situation of the establishment.

6.1. Hotels.

The quality and the content of the services provided by the hotel are determined by the public hotel rating, when existing, assigned by the competent body in its country. In some cases, in the offer/web the information on the hotel category will be provided, in accordance with the information obtained from the Tourist Organisations in each country. Furthermore, other wholesaler agencies may provide their qualification as long as there is no official rating in that concrete country. Bearing in mind the present legislation in that matter, that only foresees the existence of single and double rooms, allowing in the latter ones to provide a third bed will be always done taking for granted that the use of the third bed is known and consented by the persons staying in the room. It will be stated as a triple room in all the booking forms provided to the consumer on the payment of the advance, in the contract and the vouchers and /or the documents of the service that are delivered at the moment of signing. The same applies to the cases of double rooms with a use of up to four persons, with two beds, when specified in this way in the offer /website.

All the features are based on the Standard Double Room Accommodation, the rest of accommodation types may not adjust to it. The third persons and the children sharing the room will usually get accommodated on sofa-beds or on two master beds or a King size bed, or an additional bed or a bunk bed, since in most of the hotels, there are no real triple or quadruple rooms. Double rooms may have two separated beds or one bed suitable for two persons, subject to the hotel availability. Customers should be aware that putting up third and fourth persons within the same dwelling unit, cuts down substantially on free space in the rooms.

In some cases, a baby cot may be prepared. It ought to be requested by the customers before the final draft of the contract as otherwise it will not be out of charge.

The usual timetable to enter and leave the hotel depends on the first and the last service that the customer will use. As a general rule and except when specifically negotiated otherwise in the contract, rooms can be used from 2 pm on the arrival day and

should be left vacant before 12 am on the leaving day. Not fulfilling the leaving schedule may lead to charging an additional full night by the establishment.

If your transport comes back in the afternoon, the hotel may keep your belongings (consult with your hotel) and you can remain in the common facilities of the hotel until the pick-up hour. For those customers with full board or all inclusive the hotel offers meal plans.

At times, depending on how late the arrival time to the hotel is, there is a possibility that lunch or dinner services cannot be used and will not be reimbursed.

Supposing that the user foresees their arrival to the booked hotel or apartment on different days or times than settled, it will be necessary, according to the case, in order to avoid problems and misinterpretation, to let the hotel or the apartment know it directly as much in advance as possible.

Similarly, the Agency ought to be contacted at the moment of booking, on the possibility of carrying animals, as, in general terms, they are not allowed in hotels and apartments.

The hotel accommodation service will be understood as provided, as long as the room is available to the customer on the corresponding night, independently of the fact that by the circumstances of the package holiday, the entrance to it takes place later than initially foreseen.

6.2. Additional Services.

When customers request additional services (for instance, a room with a view of the sea, etc), which cannot be confirmed for sure by welcomebeds.com, the user may opt for dropping definitely the required additional service or keeping their request waiting for these services to be given.

In the case of having come to an agreement between the parties of paying beforehand for the additional services which finally cannot be provided, the paid amount will be refunded by the retail Agency immediately upon the resignation from the service by the customer or upon their coming back from the journey, according to what the customer has chosen: their resignation from the requested additional service or maintaining their request.

6.3. Apartments.

When making the booking, the customer assumes full and sole responsibility for making the correct declaration of the number of people who shall dwell in the apartment, without omitting children, regardless their age.

It is being warned, that the apartment management can legally deny access to the non-declared persons, without any right to claim in that case.

At times, supplementary beds or cots may be prepared. They should be requested by customers before signing the contract, and unless mentioned otherwise in the contract, they will be charged in addition to the published apartment price.

While renting an apartment, on some occasions, a corresponding contract shall be signed on the spot, in accordance with the official authorised model. This contract shall be signed by the consumer, who will pay the corresponding deposit or civil liability insurance, in order to respond for possible deterioration, when requested.

Apartments are delivered clean and ought to be left in the same conditions. Unless stated otherwise, the apartments do not include the cleaning service during the stay. The entrance timetable to the apartments is the following one: Arrival day: from 5 pm to 8 pm. Leaving day: the apartment should be left empty and available at 10 am (the latest hour on the leaving day). The keys pick-up is in the office hours, at the reception desk of the building or at the place indicated in the delivered documents. Should the arrival take place outside the specified timetable without previous notice, a supplementary fee could be charged by the establishment.

6.4. Special economic conditions for children.

Bearing in mind the diversity of treatment applied to children, depending on their age, the services provider and the dates of the journey, it is always recommendable to consult the span of the special existing conditions. Each time a concrete piece of information applies and it is reflected in the contract or in the documentation of the service that is delivered at the moment of hiring it. In general terms, they will apply as long as the child shares the room with two adults.

Regarding minors' stay abroad, the binding information will be the one provided individually for each case and stated in the contract or the documentation of the service that will be delivered at the moment of signing.

6.5 Additional services, activities and facilities.

The additional services, activities and facilities in the establishments may have an extra charge subject to a direct payment and their price is simply published for informational purposes.

There is a possibility that the hotel broadcasts openly only public television channels while in order to be able to watch the private ones, an additional fee will be charged.

Depending on the number of clients according to their nationality, hotels have the right to schedule their activities exclusively in foreign languages.

It is common to have a dress code at hotels: long trousers for gentlemen at dinner time.

Some services and facilities in some hotels are operational exclusively at certain times and not all the season, such as, for instance, air conditioning, heating, swimming pools, air-conditioned hot tubs, restaurants, etc, it applies also to the timetables of

the start-up of the aforementioned services. The services of the air conditioning / heating may be subject to a timetable that is settled by the hotel.

Spa/Thalasso: in case of pregnancy, some facilities and services could be contraindicated, therefore the establishment has the right to deny access to the aforementioned facilities.

The aforementioned services may be altered (expanded or reduced) unilaterally by the establishment after previous notice, therefore, the description on the website/offer is only illustrative.

For the destinations of Tunisia and Morocco, the bookings of couples including respectively, a Tunisian or Moroccan citizen, will need a marriage certificate to be put up in the same room. Otherwise, the hotel at destination may deny their reservation.

The use of garage/car park is subject to a timetable, parking place availability and its being free of charge cannot be taken for granted.

Welcomebeds.com is not responsible for the pieces of luggage that the customers leave in the left-luggage office in the hotels/apartments.

6.6. Categories.

Independently from the information on the official hotel ranking in each country, category-related indications can be added as well, in order to make it more understandable. They can be such as three stars superior, semi-luxury, etc and are not in the official ranking but correspond to a subjective assessment from either the establishment or welcomebeds.com.

6.7. Christmas Special Dinners.

Some hotels will amend their half board and full board in order to provide an appropriate service at this time of the year. In general terms, the customers with full board will not be entitled to that dinner included in their board arrangement, being this amount non-refundable. Likewise, the establishments may opt for celebrating special, unforeseen, dinners. In this case, the customer will be able to book them directly. To be checked upon arrival. The concept of "Special Dinners" may stand for extraordinary dinners or reinforced buffets. Some hotels with "all inclusive" have a mandatory extra fee for the Special Dinners on Christmas Eve and New Year's Eve. There is a possibility that the drinks at these Special Dinners are not included in the price and must be paid for separately.

6.8. Boards.

- **RO:** Room only
- **B&B:** Bed and Breakfast
- **HB:** Half Board. It includes breakfast and dinner. The first meal will be dinner on the arrival day and the last one, breakfast on the leaving day. At some establishments the HB means breakfast and lunch or a change of dinner for lunch could be possible, specified in each establishment
- **FB:** Full Board. It includes breakfast, lunch and dinner. The first meal will be dinner on the arrival day and the last one - lunch on the leaving day. In both cases, the first meal (dinner) is subject to the hour of arrival that must be earlier than the closing time of the restaurant.
- **AI:** All Inclusive. It includes the Full Board and the additional services of drinks and entertainment described in each establishment. Non-use of some of the services of the restaurant included in the contract of the booking, because of the customer's late arrival or any other reason attributable to the client, will not entitle to any refund. The client with the All Inclusive board ought to always wear the bracelet or identification marked by the each establishment and to show it at the moment of requesting the services. The All Inclusive modality is personal and non-transferrable, without the possibility of being used by any other person. The hotel is entitled to deny access to this service if misused.

Drinks: Unless expressly stated otherwise, it includes with/without alcohol drinks, local or national from each resort AI menu. The AI is confined to the timetables fixed by the establishment itself.

In other board arrangements, drinks and extras, are not included in the prices (unless stated otherwise), and ought to be paid for at the resort by the customer.

7. Honeymoons.

In order to enjoy the described advantages, the wedding should have taken place at the earliest two months before the journey and the hotel is entitled to request the certifying document. At the moment of booking at the travel agency, it should be clearly indicated that it is a honeymoon. To be able to enjoy its advantages, a minimum-stay can be requested at some hotels (to be checked in each case). Those newly-wed advantages that are subject to availability, such as accommodation in a superior room will apply if considered possible by the hotel at the moment of arrival, depending on the occupation level throughout the following days.

8. Voluntary changes.

Welcomebeds.com informs that, in case the customer, once having started the stay and /or journey, voluntarily requested any modification of the hired services (i.e. adding extra nights, changing the hotel, board, etc.) their prices could vary from those published in the offer/website they were hired from.

In this case, the transfers between hotels will be charged to the customer, who should also run with the management expenses, as a consequence of the processing of the new booking or the change of the requested transfer.

9. Passports, visas and documentation.

All the customers, without exception (children included), shall carry their valid personal and family documentation, when corresponding. That means the passport or the ID card, according to the laws in the visited country /countries. The customers are in charge of obtaining passports, vaccination certificates, etc if required by the journey. In case of being the visa concession rejected by some Authority, because of the user's particular cause, or their entrance to the country being rejected because of not meeting the requirements, or because of faults in the requested documentation, or because of not carrying it, in such cases welcomebeds.com declines all responsibility. Any expense arising from the aforementioned facts shall be run by the customer, by applying in these circumstances the terms and conditions established for the cases of voluntary withdrawal from services, not granting rights to refund of the price of the service. Likewise, it is being reminded to all users, especially to those with a non-Spanish citizenship, that they should be sure before starting the journey they have fulfilled all the rules and requirements concerning visas in order to be entitled to enter without problems to all the countries they wish to visit. Minors younger than 18 ought to carry a written permission signed by their parents or legal tutors, foreseeing that it can be requested by any authority.

10. Service Documentation.

In case of loss of the travel documents (hotel vouchers, season travel tickets, etc) by the client who as a result will miss out on services, welcomebeds.com will not run with either the expenses resulting from the new booking or the document issuing or the refund of the misplaced documents.

11. Public Holidays.

As a result of public holidays specific to each city and religious, sports, cultural and/or force majeure events, there is a possibility that the traffic on roads alters and the transfers lengthen. In case of cut-off roads that hinder from arriving to the hotel, the luggage transfer from the stop point will not be taken into charge by either the provider of the service, or the travel agency or welcomebeds.com.

12. Thefts.

Welcomebeds.com accepts no liability for any loss customers may suffer for any crime committed during the trip and stay at destination. Likewise, you are hereby informed that any crime must be notified to the local authorities.

13. Belongings forgotten at destination.

Welcomebeds.com is not liable for the loss of belongings that the customers may suffer, as a consequence of any offense committed during their journey or their stay at destination. Likewise, they are recalled they should keep informed about their loss the local administrative authorities or the police.

14. Discounts.

The client who requests a discount for a baby, a child or a senior, is in charge of providing the documentation that certifies that the person fulfils the necessary requirements in order to be entitled to the discounts in all the services that include them throughout all the journey or stay. In case of figuring out at any moment that the customer using a discount does not meet the requirements, they will be asked to pay the additional part.

15. Credit cards.

- **For Passengers:** Some hotels /apartments are ruled by an internal policy of requesting at the moment of check-in the credit card number as a guarantee of solvency and to pay for the possible extra services, such as telephone use, minibar, etc. On the leaving day, if you do not have any additional expenses, request the signed form in blank with the data of your credit card to be returned to you. In case the customers check that the hotel has blocked a sum of money, it is advisable to contact your bank in order to require the update of the movements on your card, since hotels proceed to unblock them at the moment of leaving the resort. Nevertheless, there is a possibility that it will take some extra days to see it reflected on your bank statement or in the card holder's movements. welcomebeds.com is not liable for the charges made by external companies.
- **For Travel Agency / Retailer:** The Travel Agency guarantees that it is the card holder whose data have been provided in order to pay for the hired service. Under no circumstance is the Agency entitled to provide the data of the credit card of the final client (passenger) for whom the services described in the current booking have been hired. The non-compliance of these requirements could make welcomebeds.com cancel the hired services, charging the Agency with any cost deriving from this cancellation. In case welcomebeds.com received afterwards a payment rejection form a card from the Agency, the latter one will obtain a notification with instructions to pay immediately using a different method, in addition to a derivation towards possible restrictive consequences on the conditions of collecting and cancelling future bookings, and triggering off appropriate legal actions.

16. Coming back in advance.

Supposing the final customer abandons the establishment in advance of the date of the service indicated in the booking, the refund claim shall be sent to welcomebeds.com within twenty days following the date of the actual leaving. On specific occasions, the providers of the hired and not used services may bill welcomebeds.com for the totality of the original booking, in which case, the refund to the final client will not be possible.

17. Other complementary information.

17.1. Luggage.

For all intents and purposes and regarding the land transportation, it is understood that the luggage and the user's remaining personal belongings are not left unattended, without mattering the part of the vehicle they are carried in, and that it is transported at their own risk. It is recommended that the users be present while their luggage is being manipulated, at loading or unloading. Should any damage or loss take place, the customer ought to, on the spot, tender an appropriate claim at the Transport Company. Luggage transport and any possible incidents deriving from handling it remain out of the management field of welcomebeds.com.

17.2

The sole aim of the photos and maps reproduced in the offer/website is to offer some additional bits of information to Our Customers. Should any kind of modification occur in the establishments, it cannot be considered as misleading advertising by welcomebeds.com.

17.3

Welcomebeds.com is not responsible for the Management changes in the hotels included in the offer/website subsequent to the consultation of their availability, as well as the repercussions and/or changes that go with it (name, services, ranking of the establishment, partial closing of the facilities, etc), about which, anyway, the customer will be informed in due time.

PACKAGE HOLIDAY

The offer/website contains the description of loose services, as a consequence, hiring a combination of more than one service described in the offer/website will turn it into a PACKAGE HOLIDAY.

Having that aim in view, what will be understood as a package holiday is a previous combination of, at least, two of the elements pointed in the following paragraph, sold or offered on sale in accordance with a global price, when this provision of service overcomes 24h or includes one night of stay.

The elements about which the previous paragraph makes reference are the following ones: (i) transport, (ii) accommodation, (iii) other tourist services not related to transport or accommodation and which make up a significant part of the package holiday. Having that in view, a corresponding contract of the Package Holiday will be signed.

All the regulations of Terms and Conditions described previously, are also applicable in the case of Package Holiday.

18. Pricing.

The price of package holiday has been calculated on the base of the exchange rates, transport fees, fuel prices and the fees and taxes applicable on the date of the availability consultation in the offer/website. Any price variation of the aforementioned elements could lead to the revision of the final price of the journey, both by rising and falling, in strict amounts of the variation of the quoted prices. The customer will be informed about these modifications, in writing or any other way that will allow them to have proof of this communication, being entitled, when the modification is substantial, either to withdraw from the journey, without any penalty, or to accept the contract modification. Under no circumstances will it be raised in the twenty days prior to the date of starting the journey, concerning the requests already made.

19. The price of the Package Holiday includes.

19.1.

Accommodation, when this service is included in the contract, in the establishment and with the board arrangement stated in the contract or in the document that is delivered to the consumer at the moment of signing it, or in other similar ones in a case of substitution.

19.2.

Round trip transport, when this service is included in the contract, in the kind of transport, with features and category stated in the contract or in the documentation that is delivered to the consumer at the moment of signing it.

19.3.

Indirect taxes (VAT, IGIC-General Indirect Canary Island Tax) whenever applicable.

19.4.

All the remaining services and compliments specified concretely in the hired programme/offer.

19.5.

All that is expressly stated in the contract of the package holiday.

20. Exclusions.

20.1. The price of the package holiday does not include.

Visas, airport taxes and or the entrance/leaving taxes, vaccination certificates, "extra expenditures" such as coffee, wine, liquors, mineral water, special board arrangements - not even in the cases of the Full Board or Half Board, unless it is expressly negotiated otherwise in the contract, laundry and ironing, optional hotel services, and, in general terms, any other service that is not stated expressly in the paragraph "The price of the package holiday includes" or is not specifically detailed in the programme/offer/service in the contract or in the documentation that is delivered to the consumer at signing it.

20.2. ETrips or optional visits.

In case of trips or optional visits that are hired at destination, it ought to be remembered they do not form part of the package holiday contract.

20.3. Tipping.

Tips are not included in the price of the package holiday.

21. Method of payment. Registration and refunds.

At the moment of registration, the Agency is entitled to request an advance payment of 20% of the total amount of the journey, issuing an appropriate receipt in which it will be specified, in addition to the amount of the advance payment that the consumer has paid, the requested package holiday. The remaining amount shall be paid at the reception of the vouchers or travel documents, that must be done no later than five days before the start of the journey.

The non-compliance with the total payment of the journey in the aforementioned conditions will be understood as withdrawing from carrying on with the requested journey and the terms foreseen in the following paragraph will apply.

Should the Organizer see it impossible to provide some of the requested by the client services (included in the price) prior to the conclusion of the contract, the consumer shall be informed about it through the Retailer Agency, so that they will be able to cancel their application and to be paid back exclusively the down payment if there was any.

All the refunds that arise from any concept will be carried out through the Retailer Agency where the registration had taken place, without any entitlement to a refund of the services the consumer did not use voluntarily.

22. Alterations.

The Agency's commitment is to provide their clients with the totality of the hired services contained in the offer/website that has given rise to the contract of the package holiday, with the stipulated conditions and features, all that in accordance with the following points:

- **a)** Should the Organizer, before the journey sets off, be obliged to modify substantially any essential element of the contract, the consumer ought to be informed about it immediately.
- **b)** In such a case, and except the parties come to another agreement, the consumer can choose between the termination of the contract without any penalty or the modification of the contract in which the introduced variations will be specified and their repercussions on the price. The consumer shall inform about their decision to the Retailer or, if it is the case, to the Organizer within three days after having been informed about the modification to which paragraph a) makes reference. Should the consumer not notify their decision in the terms shown, it will be understood they opt for the termination of the contract without any penalty
- **c)** Should the consumer opt for the termination of the contract in accordance with the provisions in paragraph b) or should the Organizer cancel the package holiday prior to the agreed leaving date, for any reason not attributable to the consumer, the latter one will be entitled, from the moment of the termination of the contract, to the refund of the whole paid amount, in accordance to it, or to make another package holiday of the same or superior quality, provided that the Organizer or the Retailer can propose it to them. Should the offered journey be inferior in quality, the Organizer or the Retailer must reimburse it to the consumer, when applicable, depending on the already paid amount, the difference in price, in accordance to the contract.
- **d)** In the previous assumptions, the Organizer and the Retailer will be responsible to the consumer for the compensation payment that, when applicable, is owed due to the breach of contract, that will be 5 per cent of the whole of the hired journey. It will be so, if the aforementioned breach takes place between two months and fifteen days immediately prior to the foreseen date of the journey development; 10 per cent if it takes place between fifteen and three days before; and 25 per cent in a case of the breach of contract taking place within previous forty-eight hours.
- **e)** There will not be any obligation of compensating when the journey cancellation, except in the cases of overbooking, is due to major force, meaning such conditions beyond the control of the party by whom it is pleaded, abnormal and unforeseeable whose consequences would have been unavoidable even if all due care had been exercised.
- **f)** In the case of, once the journey is started, the Organizer does not deliver or checks it is unable to deliver an important part of the services foreseen in the contract, it will adopt the appropriate solutions to continue the package holiday, without any surcharge on the price for the consumer, and, if applicable, it will pay to the latter one the amount of the difference between the provisions foreseen and delivered. If the consumer continues the journey with the solutions given by the Organizer, it will be deemed that they agree tacitly with these proposals.
- **g)** If the solutions adapted by the Organizer were unfeasible or the consumer did not accept them for reasonable grounds, the first ought to provide them, with no surcharge on the price, with a mean of transport equivalent to the one used during the journey in order to return to the departure point or any other that both have agreed on, without prejudice to demand compensation that is relevant here.
- **h)** In the case of claim, the Retailer or, where applicable, the Organizer shall act with diligence in order to find appropriate solutions.
- **i)** Under no circumstances, all that is not included in the contract of the package holiday (such as, for instance, the passenger's transport tickets from the place of origin to the place of starting the journey, or vice versa, hotel booking on days prior or subsequent to the journey, etc.) will be the Organizer's responsibility.

If the transfers, or other similar services, included in the offer, were not delivered, mainly because of the reasons beyond the control of the travel escort and not attributable to the Organizer, the latter one will reimburse exclusively the amount paid for the alternative transport used by the client to travel, after having provided the corresponding receipt or invoice.

23. Consumer's obligation to inform on any failure to execute the contract.

The consumer is obliged to inform the Organizer or the Retailer and, when applicable, the provider of the service in question on any failure to execute the contract, preferably "on the spot", or in other case, as soon as possible in writing or in any other recorded form.

Should the solutions proposed by the Agency not be to the customer's satisfaction, they have one month to claim before the Retailer Agency or the Organizer, always via the first one.

24. Limitation for actions.

Notwithstanding the provisions of the preceding paragraph, the period of limitation for other actions arising out of the rights recognised in the Book Four of the Royal Legislative Decree 1/2007 shall be a two-year period, in accordance to what is stated in Article 164 of the quoted book.

25. Liability.

25.1. General.

The Travel Agency the Organizer and the Retailer the final seller of the package holiday shall be liable to the consumer, depending on the obligations corresponding to them because of their respective area of responsibility of the management of the package holiday, of the correct fulfilment of the obligations arising from the contract, regardless of whether they should be executed by themselves or by other service providers, and without prejudice to use the right of the Organizers and Retailers to act against the aforementioned service providers.

The Organizer indicated that it assumes the functions of organising and executing the journey.

The Organizers and the Retailers of package holidays / loose services shall be liable for any damage suffered by the customer as a consequence of the non-execution or a poor implementation of the contract. This liability shall cease when one of the following conditions takes place:

25.1.1.

If shortcomings in the execution of the contract are attributed to the consumer.

25.1.2.

If such defects are attributable to a third party outside the provision of services under the contract and take an unpredictable or insurmountable character.

25.1.3.

If defects are due to force majeure, meaning unusual and unforeseeable circumstances beyond the control of the party by whom it is pleaded, the consequences of which would have been unavoidable even if all the due care had been exercised.

25.1.4.

If defects are due to an event that the Retailer or, when applicable, the Organizer, despite all the due care that had been exercised, was unable neither to foresee nor to overcome, as well as for causes in sufficient agreement with the provisions in the rules and regulations of Travel Agencies.

Nonetheless, in the assumptions of liability exclusion because of the circumstances foreseen in numbers 25.1.2., 25.1.3. and 25.1.4. the Organizer and the Retailer as the parties in the contract of the package holiday, they will be obliged to provide all the necessary assistance to the consumer who will be in difficulties. In those cases, welcomebeds.com will adopt appropriate solutions in order to continue the package holiday, and supposing the user did not accept them, and voluntarily opted for using other services, welcomebeds.com will not be responsible for the expenses into which the client will run as its result.

25.2. Limitation of compensation for damage.

Regarding the limitation of compensation for damage that will result from the breach or a poor execution of the provided services within the package holiday, it will be in compliance with current legislation which will be implemented in that matter. Concerning all damage but personal injury, it must be always certified by the consumer. Under no circumstance is the Organizer liable for the expenses of accommodation, boarding, additional transport out of the programme that will result from the reasons of force majeure.

When the journey is undertaken in coaches "vans", limousines and similar vehicles, hired by the Organizer Agency, directly or indirectly, in case of accident, whatever the country it takes place in, the consumer shall submit a relevant complaint against the carrier in order to safeguard, when applicable, the insurance compensation, being aided and advised without charge in their proceedings by the Organizer Agency.

26. Arbitration clause.

The Organizer strongly endorses its renouncement to be referred to the arbitration courts on the base of any question arising from the existence of this contract.

27. Information that the Retailer Agency shall provide to the consumer.

The consumer is informed that at the moment of the conclusion of the contract they shall receive from the Retailer Agency the relevant information on the specific documentation necessary for the chosen services. Likewise, they will be advised on the optional conclusion of the insurance that will cover the cancellation expenses and/or a health insurance that will cover the expenses of repatriation in the event of accident, illness or death; and information on the probable implicit perils at destination and of the package holiday, in compliance with the applicable rules on consumers. Nevertheless, for these purposes it is recommendable for the consumer to contact the Foreign Commonwealth Office (<https://www.gov.uk/government/organisations/foreign-commonwealth-office>), whose help desk provides specific information according to destination. Other nationalities, please check the equivalent Organisation in your country.

PROCEEDING AND CANCELLATION CHARGES

At any time the user or consumer can cancel the requested or hired services, and is entitled to the refund of the paid amount, both if it is a total price or a down payment foreseen in the previous paragraph. However, they shall compensate the Agency for the following concepts:

- **a) In the case of loose services:** The totality of the proceeding expenditure, in addition to the cancellation charges if the latter ones had taken place, according to the contract conditions.
- **b) In the case of package holidays** and unless the withdrawal results from a force majeure:
 1. The proceeding and the cancellation charges, when applicable.
 2. A penalty, consisting of 5% of the totality of the journey if the withdrawal takes place in between fifteen and ten days before the start of the journey; 15% in between days 3 and 10, and 25% in between forty-eight and eight hours previous to the departure.

Not being present in time for the departure/service reserved, will entitle to no refund of the amount paid unless agreed otherwise by the parties, since they will be considered 'no-show'.

Special Conditions: should any of the hired and cancelled services be subject to special economic conditions of contracting, such as chartering aircrafts or vessels, special fees, etc..., the cancellation charges due to withdrawal will be agreed on by the parties, and otherwise, the expressly stated for the hired product /service.