



## Terms and Conditions for Online Booking System

Welcome to Travellanda Ltd. In this document you will find information about our online reservation system along with our Terms & Conditions. These Terms & Conditions must be read prior to booking with us as, whoever shall access our product via the Online Reservation System, XML and/or Traditional method, will be bound by these.

### General Information

- Travellanda reserves the right to change and modify these terms and conditions at any time without prior written notice. Any changes will not affect existing bookings unless stated.
- The Travellanda Online Booking System is to be used solely for individual bookings (up to 9pax). The system enables you to book single, double, triple or quadruple rooms.
- The Hotel has the right to cancel bookings made for more than 9 pax from the same agent and similar dates and/or to modify rates and booking conditions.
- During fair periods or specific events the maximum number of passengers rule does not apply and the hotel has the right to cancel, modify rates and booking conditions after the confirmation.
- We do not accept abuse of the system. The reservations are accepted from Travellanda Ltd. on the basis of Good Faith. Travellanda Ltd does not allow the holding of rooms for reselling and reserves the right to cancel any bookings made for this purpose.
- You accept financial responsibility for all transactions which you make, including liability for fraudulent bookings.
- Travellanda Ltd does not accept the use of the system for rate comparison.
- If no bookings have been made in a period of 3 months, Travellanda Ltd reserves the right to terminate the contract in place.
- All of the information presented on the website is exclusive for the use of Travellanda Ltd cannot be copied, printed, or shared with a third party without authorisation from Travellanda Ltd.
- All of the information on hotels are to give you a general idea about the hotel. Travellanda Ltd cannot be held responsible in any way if the results are inaccurate or incomplete. Travellanda Ltd will ensure that all the information is up to date but cannot be held responsible for any errors which may arise. Your use of the system shows that you accept this limitation of liability.
- You will be solely responsible for payment of bookings implemented through our website.
- When signing up to Travellanda Ltd, the email that is provided will be used for all communications regarding bookings made through the system and therefore it is your responsibility to provide the correct email address.

- Any communication regarding bookings made through the system will be done through the system itself and a notification will be sent to the e-mail address provided in the system and therefore it is your responsibility to check the Travellanda system constantly for updates.
- You must give accurate information for all passengers when placing a booking with Travellanda Ltd.
- If you do not book with the correct names, Travellanda Ltd reserves the right to cancel the booking and/or impose no show/cancellation on behalf of the hotel.
- Travellanda Ltd cannot guarantee the actual bedding type in the room or any special requests, such as a non-smoking room. Travellanda Ltd will forward such requests to the hotel but it will be subject to availability at the time of arrival.
- The hotel star rating mentioned in our system is the one provided by the hotel itself and it is possible to change at any time. Travellanda Ltd will work to ensure that the star rating is correct but it is up to you to make sure the information is accurate as we cannot be held responsible.
- Late arrival: Travellanda should be informed if clients are arriving a day or more after the check-in date. We guarantee the Client's room for the first night. Any arrivals after this time will be subject to availability.
- Visa: Travellanda can assist the client submitting a conformation letter, however we work on allotment basis and therefore at times hotels may not have the guest name in their system till few days prior arrival.
- Hotel confirmation: Travellanda will provide Hotel Confirmation number upon request, only for reservation travelling within the next 30 days
- Direct Charges: If Hotel charges the guest for the whole reservation and/or for services which are included in the reservation (such as breakfast, extra bed etc.), the client will need to submit the proof of the charges to Travellanda via our online system, in order to claim the refund.

### **Rates**

- Rates are confidential and must not be disclosed or used in negotiations with a hotel/supplier or third party.
- Travellanda Ltd reserves the right to amend all rates quoted in the event of any changes in Government taxes. Any such charges will affect new and existing bookings for passengers who have yet to stay at the hotel or utilise the service booked.
- Please note that rates are as displayed on our booking system at the time of booking. Any alternative rates we quote will be advised in writing and are subject to availability and reconfirmation at the time of booking. Any rates which are the result of an obvious error or omission will not be honoured but the booking may be retained at the correct rate if requested.
- The rates displayed on the Travellanda system are valid for leisure use only. If the client of the agency is not travelling for leisure purposes and if it becomes known, Travellanda Ltd cannot be held responsible if the hotel charges at the rack rate or a higher rate than the one booked. The hotel has the right to cancel the booking if the passenger is attending any conference, congress, convention, trade fair or any special event and if they consider that the agent is blocking rooms over one of these mentioned periods.
- The rates displayed on the system do not include local, city or tourist taxes which are payable directly at the hotels. City tax information may be displayed on the remarks part of the voucher. If you have questions about the city tax please contact our reservations team via the online booking messaging system.

### **Client Nationality**

- The nationality (as shown on the passport held) of the passenger must be entered at the time of booking. The rates and hotels displayed at the time of search are then relevant to the nationality of the passenger. Any incorrect information provided by you at this time may result in the hotel not honouring the booking on arrival at the hotel and/or additional costs. Travellanda Ltd will not be held responsible for any incorrect information entered and any additional costs arising from this.
- Please note that on a rare occasion, the hotel may also enforce a residency restriction. This will be reflected under the 'Important Information' section before confirming the booking. You are urged to check this before proceeding with the booking as Travellanda Ltd cannot be held liable for any incorrect information. In the event that any financial loss is incurred, it will be covered by the customer directly with the hotel or by the agency to Travellanda Ltd.

### **Resort Fees**

- Resort fees are charged directly by the hotel, therefore Travellanda Ltd cannot be held responsible for any charges requested by the hotel.

### **Extra Charges Made by the Hotel**

- Travellanda Ltd has no responsibility for the extra charges such as parking fees, mini fridge, safety box, television remote, sauna, swimming pool use etc. Such charges should be paid by the client directly to the hotel.
- Travellanda Ltd will inform clients about supplements such as gala dinners or compulsory dinners during festive seasons when notified by the hotel. Travellanda Ltd cannot be held responsible for such supplements implemented by the hotel.

### **Fair Periods**

- During fair periods, Exhibitions, Sporting Events etc. our prices may be closer to those rack rates of the hotel. We advise informing the client that the price paid may sometimes be higher than that portrayed by the hotel, to avoid dispute.
- Should any such date periods change or new rates apply these will be confirmed at the time of booking and invoiced at the applicable rate. The agent must therefore check with your client to pay the increased price. If not then you should cancel or amend the booking.
- Occasionally the agent may be asked for prepayment of the entire stay. If such prepayment should not reach us within the dates discussed, Travellanda Ltd reserves the right to cancel the reservation without issuing further warnings.
- Some hotels may stipulate that bookings during Fair periods and/or high season are for a minimum stay. Once accepting the booking you will be liable for all the nights whereby no refund will be given. If cancelling or departing earlier full charges will apply.
- Trade Fairs/Special Events bookings must not be made with fictitious names for the agent to hold space. Hotels may reject bookings made with abbreviations like TBA.
- During fair periods some hotels will not accept bookings for more than 3 rooms for the same period. If this is the case, Travellanda Ltd will inform you accordingly after the booking has been made

### **Emission of Hotel Vouchers**

- The system permits you to issue vouchers relative to your reservation(s): they may be personalized with your company logo but all other details must remain unchanged from those issued automatically by the system, mentioning the suppliers' name that will provide the payment for the room. All payments for extras are to be collected from the passenger.
- In the event that Travellanda Ltd receives an invoice from the Hotel /Supplier with additional nights than originally booked with us, we will invoice you accordingly.

### **No Show and Early Check-Out**

In the event of a no-show or early check-out, a charge of up to 100% of the entire cost of the Reservation may apply. The amount can be anything up to 100% of the booking which will vary from hotel and supplier.

### **Cancellations and Amendments**

- Unwanted reservations must be cancelled directly on the website and the cancellation policy for each reservation can be found on the system. The acknowledgment in return will be the confirmation of cancellation via the messaging system or via the XML.
- Cancellations after the deadline will result in an invoice for the amount stated in the cancellation policy at the time of booking.
- You or your customer are not allowed to cancel or amend directly with the hotel. Any cancellations or amendments made directly with the hotel are not considered valid. You should make all the cancellations or amendments and/or early check outs with Travellanda Ltd's authorisation using the online messaging system.
- During fair periods the cancellation terms may vary. Please pay particular attention to these cases.
- Any amendment is on request and is not guaranteed.
- In some cases a decrease in the number of nights can increase the overall booking price (if there is a promotion in place, e.g. stay 3 nights and pay for 2 or stays including a particular day of the week).
- Any kind of amendments may be considered as a new booking by the hotel/supplier therefore there may be a change in the daily rates. In this case, Travellanda Ltd will reflect the changes to you.

### **Book outs**

- In cases where the hotel booked is included but not limited to, closed, overbooked or has maintenance problems and cannot provide the rooms booked, Travellanda Ltd is responsible for providing an alternative hotel, in the same category as the original hotel.
- Travellanda Ltd cannot be held responsible for any losses incurred by the relocation as it is beyond the control of Travellanda Ltd.
- Travellanda will also aim to provide a better alternative and/or compensation whenever possible but this is not contractual in the case of a book out.
- Travellanda Ltd will contact you through a message in the system as soon as they are made aware of the relocation by the hotel/supplier to Travellanda Ltd. However some hotels may relocate the bookings at the time of check in so in this case it is beyond Travellanda Ltd's control and Travellanda Ltd will do its utmost to help your guests at this time.
- For on spot relocation, You or your passenger(s) MUST inform Travellanda Ltd in the event of any hotel discrepancy upon arrival and must wait for Travellanda Ltd to confirm an alternative. Failure to do so may affect future complaints or any compensation settlement.

### **Pending and On Request Reservations**

- In some cases the hotel is available at the time of search but at the time of booking it may no longer be available and it may appear as pending. In this case Travellanda Ltd will aim to confirm this booking as soon as possible but it is not guaranteed.

- A booking is considered confirmed only when the status appears as confirmed on the Travellanda Ltd Online Booking System.
- Travellanda Ltd will get back to you regarding your on request reservations within 48hours and will aim to reconfirm it. If it is not possible to confirm the reservation we will advise you to rebook an alternative hotel.

**Confidential Information**

- All the prices displayed on the Travellanda Ltd website are strictly confidential and must not be disclosed or used in negotiations with a hotel/supplier or third party.
- Both Travellanda Ltd and the client shall keep confidential any information disclosed to it by the other and neither party shall disclose any such information to any third party, save any officer, employee or contract staff during the time working for the party concerned who may reasonably need to know it.
- Both Travellanda Ltd and the client undertake to inform the other party as soon as is reasonably possible if they become aware of or suspect that any confidential information belonging to the other has come to the knowledge of a third party.

**Payments**

- We accept Visa, MasterCard and American Express.  
Note: American Express payments will be charged in GBP. If you are paying in any other currencies the amount will be converted into GBP using the exchange rate on the day of payment.
- As a prepayment/credit card client, payment has to be done BEFORE the cancelation deadline. If you intend to pay by bank transfer then money has to be in our account BEFORE the cancellation deadline. If the money has not been received in our bank account by 17:00pm UK time, the Travellanda Ltd online booking system will automatically cancel the booking.

All bank charges and cost of transmitting payment must be borne by you, including intermediary bank charges where applied. Travellanda Ltd will only cover costs incurred by OUR bank.

If you are a Credit Client please refer to your agreement.

For bank transfers, please make payments to one of the following accounts: -

**Travellanda Ltd.**

**HSBC, 21 King’s Mall, King Street, Hammersmith London W6 0QF**

<b>GBP Account</b>	<b>EURO Account</b>	<b>USD Account</b>	<b>HKD and SGD Account</b>
IBAN GB38HBUK40032101871676	IBAN GB33HBUK40127670317442	IBAN GB95HBUK40127670606356	Account No 652-146051-838
SWIFT HBUKGB4106P	SWIFT HBUKGB4B	SWIFT HBUKGB4B	SWIFT HSBCHKHHHKH

## **Responsibility**

- Travellanda Ltd. functions as an intermediary. We will not be held responsible for any damage that could derive to you or your passengers from catastrophic events, floods, earthquakes and all those situations and conditions that cannot be linked to our company as acts of negligence.

## **Complaints**

- In case of an emergency or if you or your passenger has a problem at the hotel/with a transfer then you or your passenger need to call us on +44 20 3588 5639 (we are available 24/7).
- Please note that we will NOT consider any complaint/refund if you do not call the above number in case of problems with our services whilst the passenger is in house/on spot. Please make sure your client and passenger also have our emergency number.
- In case of disputes, the complaint should be sent to us in writing within 15 days of the check-out day and only if you or your passenger previously called the Travellanda Ltd emergency phone at the time of the problem. After this deadline nothing else will be taken into consideration.
- If the client leaves the hotel before the check-out date, an invoice will be issued for the full stay and if the hotel confirms a reduction, it will be our responsibility to issue a credit note for the amount to refund. It is compulsory for the client before leaving the hotel to ask for a written declaration that states the exact date in which the stay was terminated and the hotels stance on carrying out a refund. This document should be presented to Travellanda Ltd in order to get the refund for the unused nights.
- Travellanda Ltd does not take responsibility for the quality of the hotel booked. Any complaints relating to hotel facilities, standard or quality need to be brought to the attention of the hotel management at the time of stay at the hotel. This way the hotel can be given the opportunity to try and rectify the problem. If this has been done and the passenger has not received a satisfactory resolution to the problem please contact Travellanda Ltd. If an offer or reduction has been made by the hotel where Travellanda Ltd is required to resolve the issue later, the passenger will need to provide proof of this in writing endorsed and signed by the hotel.
- For post travel complaints, it may take up to 30 days for a resolution.

## **Hotel Information and Facilities**

- Travellanda Ltd works very hard to provide the most up to date and correct hotel information but because of reasons beyond our control we cannot be held responsible for the hotel information, pictures or facilities of the hotel displayed on the website.
- Please do not hesitate to contact us or the hotel if any facility or a feature is important for the stay. Otherwise Travellanda Ltd cannot be held responsible.
- Hotel maps in the system are for information purposes only. For accurate information please refer to the address of the hotel in the voucher. For directions to get to the hotel and complete location information you are advised to contact the hotel directly.
- In order to provide you the best available rate and an extensive hotel portfolio, Travellanda Ltd has access to different wholesalers, providers and hotel chains. On a rare occasion a hotel mapping issue may arise where the hotel displayed on the search stage is replaced by a different hotel at booking/confirmation stage. You must pay attention to the hotel booking page AND on the confirmation page to ensure you are booking the correct hotel.
- It is your responsibility to check all the booking details (hotel name, hotel address, dates, room type etc) are correct before and after completing the booking.

## **Force Majeure**

- Travellanda Ltd regrets that we cannot accept liability or pay any compensation where the performance of the system is disrupted or our obligations under this agreement are prevented or affected by 'Force Majeure'
- Force Majeure means any event, which Travellanda Ltd or the supplier of the service, even with due care, could not foresee or avoid. Such events include, but are not limited to, war, threat of war, civil strife, extreme weather conditions, natural or manmade disaster (and all similar events outside of our control).

### **Termination**

- Travellanda Ltd reserves the right to withdraw access to our product, whether via the online booking system, xml or white label, with immediate effect in the event of a breach of these terms and conditions.

### **Transfers & Activities**

- Once a transfer or Activities booking is completed, a voucher with the reference number will be provided. The voucher must be printed and presented as proof of reservation. The voucher will contain all the necessary information in order to reach the boarding/meeting point and will also contain a contact telephone number for checking the booking and informing about contingencies.
- The destination and pick-up addresses on the voucher are the addresses where the passenger will be dropped off and picked up.
- We will issue a voucher for each booking successfully completed on the website displaying the passenger's journey details (as provided by you), supplier's details and the unique voucher number. It is your/your passenger's responsibility to check the details of the booking on the voucher and to inform us if there are any errors.
- Please make sure the correct hotel and flight details are entered. Travellanda Ltd will not be liable in the event the information is entered incorrectly
- Travellanda Ltd will not assume any responsibility in omissions and typo errors, which may result in any interruption of the service.
- Where possible and if notified by the supplier we will contact you to advise if incorrect information has been provided on the booking so that you have the opportunity to amend these details. The cost of the booking may increase based on any amendments made.
- Booking amendments should be made on the website; Please note that amendments will be subject to the booking conditions of the supplier who may charge amendment fees.
- Where an airline amends the flight time and/or flight number this can be amended without charge.
- When amending the hotel name, the hotel to which you amend must be within the same resort area. When changing to a hotel in a different resort the booking must be cancelled and a new booking placed to the correct resort. Cancellation charges may apply.
- Cancellations must be actioned online and may be subject to cancellation fees.

- It is your/your passenger's responsibility to utilise all options available to confirm your resort pick up time. These options are located on your voucher. If you/your passenger fail to reconfirm the departure service this may not be supplied. If you/your passenger have moved hotel whilst in resort to another hotel within the same area, the return pick up must be confirmed with the supplier over the telephone only.
- Should the transfer not arrive for whatever reason and you/your passenger have followed the procedure stipulated on the voucher by calling the transfer provider, you/your passenger should ensure that you seek an alternative method(s) to get to the airport in order to mitigate your losses. When paying for alternative methods to get to the airport please ensure that the passenger obtains a receipt(s). Please submit the receipt(s) to our Customer Services Department on the passenger's return home for investigation with the supplier. There is no guarantee that this will be refunded however if the transfer provider is found to be at fault upon investigation you/your passenger will be refunded the cost of the alternative transport. Please note that we cannot refund any costs without provision of a receipt.
- If the passenger's arrival flight is diverted, delayed or cancelled we recommend that the passenger contacts the supplier via the telephone numbers provided on the transfer voucher. Whilst every effort will be made to accommodate changes of this nature, this may not always be possible and will depend on operational demands of the supplier. It may not always be viable for the driver to wait and the passenger may have to make alternative travel plans at their own cost locally. If the Supplier is able to accommodate the new arrival time an additional charge may be applied.
- In some destinations it may not be possible for your transfer/shuttle to pick up and drop off at the hotel door and the passenger may be dropped off or picked up at a central point within reasonable walking distance from their hotel/apartment.
- Due to specific restrictions, including but not limited to, infrastructure work, traffic conditions the door to door pick up and drops off may not always be possible. Where these restrictions occur, the vehicle will stop and collect passengers from the nearest accessible point to the accommodation.
- Each passenger named on the written confirmation is entitled to carry with him, on the relevant transfer, 1 suitcase which should not exceed 90cmx75cm. Carriage of any baggage exceeding these measurements will be subject to available baggage hold space and may be declined. If a passenger requires baggage in excess of this allowance Travellanda Ltd must be informed at the time of the booking as the reservation may be declined or extra fees might apply.
- Please take note we will NOT CONSIDER any complaint/refund if you/your passenger do not call the number provided in the voucher in case of problems with our services.
- No reimbursement to the final consumer shall be made in the event of a 'no-show' without prior consultation and express authorization from Travellanda Ltd. Travellanda Ltd will inform You of charges payable which, may vary up to 100% of the booking.

## **21. GOVERNING LAW**

The parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales for any claims or disputes.