

## 1. ABOUT US

Beds With Ease Limited (company number 04230149) trading as bedswithease.com (“bedswithease.com”) whose registered office is at Unit 1 Finway, Luton, Beds, LU1 1WE is a sales agent appointed by the owners and/or providers of accommodation and transfer services (“Products”) to sell Products on a non-exclusive basis in the United Kingdom on their behalf to travel agents for onward sale to individuals wishing to use the Products (“Customer(s)”). None of the Products are subject to the Package Travel, Package Holidays or Package Tours Regulations 1992. Bookings can only be made by travel agents. In making a booking and receiving payment the travel agent does so as the Customer’s agent. Bedswithease.com accepts no responsibility for the provision of the Product by the Principal. The Principal has a contract with the Customer for the provision of the Product and copies of the terms and conditions of contract are available on request. The Customer makes an offer to buy Product to the Principal which bedswithease.com, as agent, are free to accept on behalf of each Principal or to reject it.

## 2. PAYMENT

The Customer must pay a deposit at the time of booking and the full balance is required no later than 14 days before the Product is required to be used. Payment in full must be made if the booking is made within 14 days of the Product being required. A voucher will be sent to the travel agent to send to the Customer. The voucher will identify the Principal and entitles the Customer to use the Product. If full payment is not received by bedswithease.com by the balance due date at the latest, bedswithease.com may, on behalf of the Principal, assume that the booking is cancelled. All payments received by bedswithease.com as at the date of cancellation will be retained by way of a cancellation fee and bedswithease.com will pass on any additional changes from the Principal. If bedswithease.com does not receive full payment from the travel agent the Product will not be provided to the Customer without further payment.

## 3. CHANGES OR CANCELLATIONS BY THE CUSTOMER

Any changes or cancellations must be sent to the travel agent in writing, by email, fax or post, and will take effect on the day bedswithease.com receive it during the hours of 9 am to 5.30 pm. The cancellation charges are:

**Period before departure within which notice of cancellation or major change is received by bedswithease.com**

**Amount of cancellation charge**

More than 56 days	25% Deposit
55 to 28 days	60%
27 to 15 days	80%
14 days to 4 days	90%
3 days before departure date or later	100%

Requested changes that can be implemented are subject to an administration fee of £30 per change in addition to all further cost attributable to making the change.

\*Cancellation of Non-Refundable Rooms will be charged at 100% of the total price. In addition, amendments are not possible on Non-Refundable Rooms. Non-changeable rooms cannot be amended in any way, but can be cancelled under the terms of the booking.

#### **4. CHANGES OR CANCELLATIONS BY THE PRINCIPAL**

bedswithease.com will inform the travel agent as soon as reasonably possible of any changes or cancellations. If the Principal offers alternative Product or a refund, it will stipulate a timeframe for a reply. In the absence of a reply within this timeframe, bedswithease.com on behalf of the Principal is entitled to assume a full refund is required. Failure to make payment to bedswithease.com by the due date as set out in clause 2 means that bedswithease.com will, on behalf of the Principal, regard the booking as cancelled by the Customer. All sums received or due at the date of cancellation may be retained by bedswithease.com. Additional charges of the Principal as set out in its terms and conditions will be passed on to the Customer.

#### **5. HEALTH AND SAFETY**

As agent bedswithease.com relies on the detailed information provided by the Principal. The Principal carries out its own health and safety inspections and is satisfied that it complies with the relevant laws of the countries in which the Product is located. As agent bedswithease.com relies on the information provided by the Principal. The Customer has the benefit of the warranties given by the Principal.

#### **6. PRIVACY AND YOUR PERSONAL INFORMATION**

The booking information is passed on to the Principal or other persons necessary for the provision of Product, including public authorities, such as customs or immigration, or as required by law. This applies to any sensitive information such as details of any disabilities. Certain information may also be passed on to security or credit checking companies. For travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in the UK. If bedswithease.com cannot pass on the Customer's booking information as above, whether in the EEA or not, the booking cannot be provided. In making this booking, the Customer consents to this information being passed to the relevant persons. Beds With Ease Limited is the data controller and the Customer is entitled to a copy of the information by making a request of its travel agent. There may be a small charge for providing this information.

#### **7. COMPLAINTS**

Bedswithease.com is responsible for making the booking in line with the Customer's offer to make a booking. The Customer's contract is with the Principal and its booking conditions apply. As agent, bedswithease.com accepts no responsibility for the provision of the Product by the Principal. Complaints should be addressed to the Principal and bedswithease.com undertakes to ensure that the full contact details of the Principal will be provided to the Customer if they are not already printed on the voucher. The Customer has the benefit of warranties given by the Principal.

#### **8. CITY TAXES AND RESORT FEES**

City Taxes are not included but do apply in most tourist cities. Similar to city taxes, various hotels in the USA charge a resort fee for full use of facilities. It is the responsibility of the Travel Agent to advise the customer of any additional charges that may apply upon arrival. Bedswithease.com staff are on hand to provide further information if necessary.

## **9. LAW AND JURISDICTION**

These terms of business are governed by English law and the courts of England and Wales have jurisdiction.

## **10. PRICING**

All prices on [www.bedswithease.com](http://www.bedswithease.com) are to be sold only to British passport holders. It is the lead passenger's responsibility to ensure that all members of the party are in possession of a British passport in order to book at the prices stated. Enquiries for Non-British passport holders should be sent via email to [sales@bedswithease.com](mailto:sales@bedswithease.com). Bedswithease.com are not responsible for passengers failure to adhere to these conditions, which may result in refused entry or additional local charges upon arrival.

## **11. HOTEL STAR RATINGS**

Bedswithease.com uses the official star rating for all hotels and apartments featured on our website. From time to time ratings may be changed based on information given by the hotel or supplier. For Florida villas we use star ratings as a guide only. These ratings are given on the advice of our suppliers, based on location, quality and facilities.

## **12. ERRORS & OMISSIONS**

Whilst every effort is made to guarantee accuracy there may be occasions where errors or omissions occur. This may relate to price, product or description being incorrectly displayed. In these exceptional circumstances we will do our best to correct such errors and notify agents as quickly as possible. In cases that arise where price differences occur we reserve the right to cancel the booking with a full refund, offer the booking at the correct price or offer a suitable alternative.

## **13. ACCURACY**

Although we try to offer accurate and up to date information at all times, there may be occasions where facilities and services may become unavailable either due to low occupancy, for maintenance or at the beginning or end of season. We do not accept responsibility for any services that are withdrawn for such reasons. Hotel room images on our website are predominantly taken from the hotel's own website and may not reflect the actual room you have reserved. We endeavor to advise customers of any building works that may detract from customers overall enjoyment of their holiday. These works are out of our control and although we don't always receive prior notification, if we are advised of such works we will contact you immediately.