

## **1. ABOUT US**

Jumbonline is a trading name of the Jumbo Tours Group(JT), head office address Gran Vía Asima 4A – 2º Polígono de Son Castelló 07009 Palma de Mallorca Illes Balears (Spain). We are 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 of 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. Jumbonline(JT) 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. The Customer makes an offer to buy Product to the Principal which Jumbonline.com, as agent, are free to accept on behalf of each Principal or to reject it.**

## **2. RESERVATIONS**

The system only displays accommodation with **online availability**. Once the booking has been submitted, the system will automatically send a confirmation email message to the email provided. When JT confirms a reservation, only then it becomes a definitive booking not requiring reconfirmation from the agent. It is the agents’ responsibility to cancel any unwanted reservations and should they not be cancelled then the agent will incur charges accordingly. It is the responsibility of the agent to check all details of any booking confirmations, amendments and or cancellations sent by JT.

For all confirmed reservations, the agent should provide the end client with a voucher corresponding to the reservation. In the event of presentation at the hotel of a voucher issued by the agent pertaining to a cancelled reservation, such voucher will be deemed invalid by JT and the hotel shall not accept the clients’ reservation. In the event of cancelled services being provided by the hotel, JT will not be responsible for payments thereof.

## **3. CHANGES OR CANCELATIONS BY THE CUSTOMER**

The client shall not be allowed to reduce the reserved period of stay, number of rooms or passengers nor change the names of the customers once the reservation has been made. Any such changes shall be managed by the agent as a new booking, subject to availability, rates and conditions at the time of the amendment and accordingly cancelling the previous booking.

It is the agents’ responsibility to ensure each cancellation is managed online through the system. JT will apply cancellation charges, whenever applicable, depending on the cancellation policy enforced by each hotel. In some particular cases the system may not allow cancellations to be processed online. Should this be the case, the cancellation will need to be submitted via email to the relevant JT office and cancellation charges will be provided on return.

No-shows will be treated as a cancellation. No reimbursement shall be made to the client by the agent in the event of a no-show without prior consultation to JT who will inform the client of the applicable charges according to the hotels own policy.

It is the clients’ responsibility to inform JT of any changes to flight arrival date/time (including flight delays). Should the client fail to communicate any such amendments, JT will be entitled to charge the client any fees and/or costs it may incur due to such mis-information.

## **4. CHANGES OR CANCELLATIONS BY US (JT)**

In case a booking cannot be honoured, JT will provide an alternative accommodation within the same or superior category and within the locality of the originally booked hotel. Having proceeded as per above, no liability shall be accepted in case a claim is submitted by the end client.

JT will submit to the agent any information provided by properties in relation to any building works taking place within the property, as well as their time, duration and any changes in the services provided as a result of such building works. JT shall not accept claims as a result of building works which have not been previously informed by the property.

From time to time and by means of errata, JT will provide the agent with important information relating to the property which is being booked. JT shall not accept claims for circumstances that result from conditions previously advised by errata.

## **5. HEALTH AND SAFETY**

JT agrees to require all properties in the system to expressly undertake in writing and as per contract that they fully comply with all local and national Health & Safety regulations in force. (i.e. against fire, hygienic on food, pool safety and general safety. All emergency exits must be clearly marked with emergency lights; fire extinguishers should be available on each floor, smoke alarms fitted, and all bedrooms should have printed instructions on what to do in case of emergency)

JT agree to require all suppliers to maintain all compulsory insurance covers according to the National or local law in force (i.e. Public Liability, Fire risk etc)

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

In accordance with the Organic Law 15/1999 (LOPD) of 13 December on the Protection of Personal Data, clients are informed that the personal data they have provided through this website will be treated and added to a private data file duly registered in the Spanish Agency of Data Protection, and the entity Jumbo Tours España S.L. is responsible for it. The aim of the personal data is to perform the booked services. You also have the possibility to practice your rights to Access, modify and cancel your data by sending a signed notification to Jumbo Tours España S.L. Gran Via Asima, 4B 2, 07009 Palma de Mallorca.

## **7. COMPLAINTS**

JT will only attend complaints that have been previously advised during the stay of the end client according to the conditions on the voucher. In cases where the claim has been reported while the client is in resort and remains unresolved, the client will send the full complaint and supporting documents to JT in writing, within 28 days of their return. Any claims reported after 28 days, JT cannot guarantee a response from the property and accepts no liability in this situation.

## **8. LAW AND JURISDICTION**

These terms of business are governed by the laws of the location of the incidence and submit to the exclusive jurisdiction of location that JT may designate.

## **9. OTHER SERVICES**

Any other services purchased in resort such as excursions, representative assistance, car rental etc are not the responsibility of JT and JT accepts no liability for any issues which may arise with any of these services.

## **10. REGISTERED PROPERTY**

The copyright of all data, pictures, prices and information contained in the system belong to Jumbo Tours España S.L. being expressly forbidden to disclose them or use them for commercialisation or any other use by the agent out of the purpose of these terms.

## **11. FORCE MAJEURE**

JT will have no liability or pay any compensation where the performance or prompt performance of its contractual obligations is prevented or affected by Force Majeure, during the continuation of such events and for such time after they cease as is reasonably necessary for JT, using all reasonable endeavours, to recommence its affected operations in order to perform its obligations.

In these terms, Force Majeure means any event or circumstance which is reasonably outside of the control of JT. As a way of example but not limited to an act of God, explosion, flood, tempest, fire, accident, war, threat of war, sabotage, civil disturbance, acts of terrorism, governmental acts, restrictions, regulations, import or export regulations, strikes, trade disputes or trade embargoes.

## **12. PAYMENT**

The Customer must pay a deposit at the time of booking and the full balance is required no later than 10 weeks before the Product is required to be used. If full payment is not received by Jumbo Tours by the balance due date at the latest, JT, on behalf of the Principal, will assume that the booking is cancelled. All payments received by JT as at the date of cancellation will be retained by way of a cancellation fee and JT will pass on any additional charges from the Principal. If JT does not receive full payment from the travel agent the Product will not be provided to the Customer without further payment.