

1. ABOUT US

Serhs Tourism("Serhs") S.A whose registered office is at Calle Garbi no: 88-90, Pineda De Mar, 08397 Barcelona, Spain 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 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. 'Serhs' 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 Serhs, 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 10 weeks before the Product is required to be used. Payment in full must be made if the booking is made within 10 weeks of the Product being required. The booking request will not be confirmed by Serhs and the transaction is not considered completed until the client has paid in time the full price of the services, irrespective of whether the final consumer, intermediary or the remaining interested parts, have paid the referred price to the agent. Therefore, Serhs will confirm the booking once the full price is paid by the agent.

In the event that payment for the reservation is not received by the date and method agreed or that there is a failure to fulfil all requirements, Serhs may automatically cancel the reservation with no right on the part of the agent and/or the final consumer to claim any service provision or amount whatsoever from Serhs on account of such an annulment.

3. CHANGES OR CANCELATIONS BY THE CUSTOMER

Unless expressly authorised by Serhs, the agent shall not be allowed to reduce the reserved period of stay or requested service, nor change the names of the final consumer once a reservation has been made. Any such changes shall be deemed to be a cancellation of the reservation. Modifications to extend the reserved period shall be subject to availability; in the event of an extension the price shall be modified accordingly.

Generally cancellations made at least 7 days before final consumer arrival shall not generate charges. This is notwithstanding the aforementioned period may vary in each particular case and shall be indicated at the time of reservation. At the time of confirmation of the reservation, the cancellation charges which may ensue shall vary according to destination, dates and accommodation establishment.

If for exceptional reasons the cancellation is not made via the system, it must be sent in writing to Serhs detailing the destination and reservation number. Serhs shall send an acknowledgement of receipt and inform of all the charges which may be applicable. Any charges for cancellations made directly by the final consumer with the accommodation establishment which are charged by the supplier to Serhs shall be paid, in turn, by the agent to Serhs.

Claims for reimbursement by a final consumer leaving the accommodation establishment before the reserved departure date (i.e. early check out) must be addressed to Serhs within 20 days of the effective date of departure, together with written confirmation from the accommodation establishment of time and date of departure.

For no-shows or early check-outs, the accommodation establishment may charge the full amount of the original reservation, in which case reimbursement to the final consumer shall not apply.

4. CHANGES OR CANCELATIONS BY THE PRINCIPAL

In the event of withdrawal of the tourist services purchased, the agent shall have the right to be returned all amounts paid.

Obvious errors and mistakes (including mis-prints, typographical errors and errors in pricing in general) are not binding. In the event of an error or mistake being made, Serhs or the local supplier reserves the right to cancel any booking and refund the monies paid by the agent to Serhs in relation to such booking (if applicable), this will be without any liability to the agent and/or the user.

Serhs 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, Serhs on behalf of the Principal is entitled to assume a full refund is required. No compensation will be offered for a like for like property.

5. HEALTH AND SAFETY

As agent Serhs relies on the detailed information provided by the suppliers and/or 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 Serhs 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

If Serhs needs access to personal data which is strictly necessary to provide the services requested by the final consumer, Serhs and the agent shall ensure this is legally possible pursuant to the European Directives 95/46, 2002/58, and/or any legislation that develops, adds to and when appropriate, replaces them (hereinafter referred to by its initials 'PDPR' – Personal Data Protection Regulations)

The personal information that Serhs may collect from the service supplier, as well as any personal data, which in the use of this system, the agent may disclose to Serhs shall be understood as obtained, treated and transmitted with strict observation of and in total compliance with the requirements set forth by PDPR. The agent hereby commits to provide accurate data and updated it if necessary in such a way as to give a true picture of the current situation of the final consumer.

In fulfilment of that stated in the PDPR, the agent and Serhs undertake to observe professional secrecy regarding such data, even when their relationship has terminated and to ensure that the staff performing the services abide by the aforementioned obligation.

7. COMPLAINTS

Serhs shall not deal with any claims that have not been presented by the final consumer during the period of stay at the accommodation establishment.

Serhs shall use reasonable endeavour to ensure the supplier accept liability and indemnify from and against any claims made towards the agent arising from the provision of services. The client should be aware that Serhs has no control over the provision of the services rendered by the service supplier.

Complaints should be addressed to the Principal and Serhs 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. LAW AND JURISDICTION

This Agreement and any non-contractual obligations arising out of or in connection to it fall under Spanish Law.

9. ACCOMMODATION SERVICES

Children – Special conditions for children are agreed upon with each service provider and are not based on any one criteria; therefore, and given that each establishment/supplier applies its own special conditions or discounts, we ask that you enquire about this point when making your reservation. Such discounts are only applicable when children share a room with 2 adults.

Cots/Cribs – In the event that this service is required, please indicate this when making the booking as some establishments have a limited availability of such items. This extra service can be paid for by the final customer directly at the establishment if required.

Third person in Accommodation Services – Almost all hotels will treat a reservation for a third person as a double room with an extra bed by way of a put up or camp style bed.

10. IMPORTANT INFORMATION

- Throughout the year some accommodation establishments may change their name or trade name which shall not be construed as a change of hotel or modification of the reservation.
- In some countries, there is a local tax known as a “visitors tax”, “city tax”, “tourist tax” or similar and other fees including but not limited to resort fees or service charges, which shall be paid directly by the end customer at the establishment and/or the airport.
- The categories of the hotels have been provided by the establishments themselves and in accordance with specific regulations applicable in each country. A hotel in one country therefore, may not be similar in terms of services and quality to a hotel in another, despite belonging to the same hotel category.
- Serhs provides the information supplied by the hotel regarding the existence of works of refurbishment or renovation, as well as duration thereof. Serhs shall not accept claims for works about which it has not been informed of which extend beyond the planned date of conclusion thereof.
- in some countries the legal adult age may differ depending on the relevant local legislation. It will be the sole responsibility of the final consumer to ensure that he/she is at least of legal age in order to check in to the accommodation establishment.