

The term "Medhotels" refers to "Thomas Cook International AG" trading as "Medhotels", a corporation organised under the laws of Switzerland with company number CH-130.3.017.004-0 whose registered office is Poststrasse 4, CH-8808 Pfaffikon, Switzerland. The term "You" means the party visiting the Medhotels website or accessing the XML booking interface (collectively the "Booking Engine") and/or booking a reservation (a "Booking") on behalf of a consumer or for onward sale as a principal to a consumer. The Booking Engine is provided solely to assist you to gather travel information, determine the availability of travel-related goods and services, make legitimate reservations or otherwise transact business with travel suppliers, and for no other purposes.

You may also have agreed terms with Medhotels under a sub-agency agreement between you and Medhotels ("Agent Specific Terms"). The Booking Engine is offered to you conditional upon your acceptance of these Booking Conditions, subject to any Agent Specific Terms that may have been agreed between you and Medhotels. By accessing or using the Booking Engine and completing any Bookings, you agree that these Booking Conditions then in force shall apply to any such Bookings (subject to any Agent Specific Terms). If you do not agree to the Booking Conditions, please do not complete any Bookings through the website.

1. GENERAL

Medhotels acts as a disclosed agent of (i) accommodations (which may also provide property, resort and related services, amenities and/or facilities) (each, an "Accommodation Provider"); and/or (ii) consolidators of accommodations (each, a "Supplier"), in respect of all Bookings made through the Booking Engine or over the phone. For all Bookings, the consumer's contract will be with the principal business. The principal business will be determined by how you sell the Arrangements to the consumer, in that:

- (a) if you sell Arrangements to a consumer in the capacity of sub-agent on behalf of the Accommodation Provider or Supplier, the principal business is either the Accommodation Provider or Supplier which is the principal in the contract with the consumer for the provision of accommodation (and that business will be the "Accommodation Principal"); or
- (b) if you sell on the Arrangements and enter a contract with the consumer in your own name, you are the principal business. Medhotels do not sell or offer for sale any "packages" or act as an "organiser" within the meaning of the UK Package Travel, Package Holidays and Package Tours Regulations 1992, and these Regulations do not apply to any booking you may make on the Booking Engine or over the phone.

2. USE OF THE BOOKING ENGINE

As a condition of your use of the Booking Engine, you warrant that:

- (a) the first named consumer on the booking is the party leader ("Party Leader"), who must be at least 18 years of age (or 21 years of age for any booking to Las Vegas) when the booking is made;

- (b)** you possess the legal authority to create a binding legal obligation;
- (c)** you will use the Booking Engine in accordance with these Booking Conditions, subject to your Agent Specific Terms;
- (d)** you will only use the Booking Engine to make legitimate reservations for you or for the consumer and all information supplied by you on the Booking Engine is true, accurate, current and complete; Making individual or multiple 'block' bookings with made up and/or 'to be confirmed' consumer details is not permitted under any circumstances. Where such bookings are identified, those will be cancelled without any further liability to Medhotels;
- (e)** you will inform such other persons about these Booking Conditions that apply to the reservations you have made on their behalf, including all applicable rules and restrictions applicable;
- (f)** if you have an Medhotels account, you will safeguard your account information and password and will supervise and be completely responsible for any use of your account by you and anyone other than you. Each Accommodation Principal may provide the accommodation in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the liability of the Accommodation Principal to you. The booking conditions of the Accommodation Principal will be available to you from Medhotels upon your request.

We retain the right at our sole discretion to deny access to anyone to the Booking Engine and the services we offer, at any time and for any reason, including, but not limited to, for violation of these Booking Conditions.

3. BOOKINGS

3.1. Group Bookings

If you wish to book more than three rooms in a single transaction, you will need to contact Medhotels who will check the availability before you make the reservation on our Booking Engine. Bookings involving 10 rooms or more must be made through the Medhotels Groups Department – you should complete our online form detailing your requirements and submit this to the Groups Department who will contact you to finalise your reservation. To cover the cost of arranging a Group Booking, Medhotels reserve the right to charge you an additional administration fee for Group Bookings. You will be told how much the fee is before you make a Group Booking, and the fee will be calculated on a booking-by-booking basis.

3.2. Special Requests

If the consumer has any special requests (such as requests around dietary requirements, cots or room location) ("Special Requests"), requests can be added to the Medhotels Booking Engine at the time of making the Booking (please note that cots and other Special Requests may only be available at an extra charge unless otherwise expressly stated in the description of the accommodation in question).

Medhotels will communicate all Special Requests to the relevant Accommodation Principal. Medhotels do not and cannot guarantee that an Accommodation Principal will agree to a Special Request. Unless and until specifically confirmed, all Special Requests are subject to availability. For the avoidance of doubt, the acknowledgment (whether on a Booking confirmation or otherwise) that a Special Request has been communicated to the Accommodation Principal is not confirmation that the request will be met. Before completing a Booking for a consumer, you must inform Medhotels of any medical condition(s) or disability(ies) of a consumer that may affect the Booking for that consumer so that Medhotels can properly advise as to the suitability of the proposed accommodation. On any completed Booking, you must give to Medhotels full details in writing of any medical condition(s) or disability(ies) of a consumer that may affect the booking for that consumer.

3.3. Conditional Bookings

Medhotels cannot accept any Booking that is specified to be conditional upon the fulfilment of a particular request (a "Conditional Booking"). All Conditional Bookings will be treated as "standard" Bookings, subject to the terms of Section 3.2 (Special Requests).

3.4. Completing the Booking When you complete a Booking:

- (a)** You will be bound by the Payment Terms (section 5 below) of these Booking Conditions;
- (b)** Medhotels will confirm the Booking on behalf of the Accommodation Principal by issuing a Booking confirmation to you (which shall be sent by e-mail);
- (c)** All communications from you relating to the Booking must be sent by you to Medhotels by email quoting the Booking reference. Medhotels may decline any Booking on the basis that:
 - (a)** The Accommodation Principal or the Supplier reasonably feel unable to properly accommodate the particular needs of the consumer; or
 - (b)** full details of the consumer are not given at the time of completing the Booking.

3.5. Change Requests

You or the consumer may request to make a change to a Booking after it has been confirmed by Medhotels (a "Change Request"). Medhotels will liaise with the Accommodation Principal to effect this change, but Medhotels do not and cannot guarantee that an Accommodation Principal will agree to any Change Request. Depending on the type of change and the conditions of the Accommodation Principal, the following charges will apply (subject to Agent Specific Terms):

- (a)** Non-refundable / non-changeable rooms, unless otherwise stated, may not be changed and you will be charged 100% of the Booking of this accommodation type as a cancellation fee.

(b) Name changes, where permitted, will be subject to a Medhotels' administration fee of £15.00 per consumer name change for changes made 3 (three) days or less before the consumer's date of arrival. For the avoidance of doubt, there is no charge outside 3 (three) days.

(c) All other changes, where permitted, will be subject to you paying the difference in cost of the changed Booking. In addition, an administration charge of £25.00 per booking will be applied by Medhotels for changes made 3 (three) days or less before the consumer's date of arrival. For the avoidance of doubt, there is no charge outside 3 (three) days.

Please note that if you change the number of persons in the Booking, the total price of the Booking will be recalculated for the new party size. If, for example, the party is reduced in number, this may mean that any Booking accommodation could be under-occupied and each remaining member of the party may have to pay more. If you wish to make any change to the booking whilst the consumer has commenced their stay (such as upgrading accommodation or extending the Booking duration), all requests are subject to availability and any extra cost must be paid by you before the change can be effected.

3.6. Cancellations by you or the consumer

If you or the consumer wishes to cancel a confirmed booking, you may make the cancellation on the Booking Engine. You will have to pay a cancellation charge that will vary depending on the type of Booking. You must obtain written confirmation from the consumer before proceeding to cancel a Booking. The cancellation charges that will be applied are as follows (subject to Agent Specific Terms):

- (a)** For Non-refundable / non-changeable rooms, unless otherwise stated, you will be charged 100% of the Booking of this accommodation type as a cancellation fee.
- (b)** Subject to section 3.6(a) above, if the cancellation of a Booking is made more than 3 (three) days before the customer is to arrive at the hotel then there is no cancellation charge applied (with the exception of Non-Refundable rooms).
- (c)** If the cancellation of a Booking is made 3 (three) days or less before arrival at the hotel, then you will be charged 100% of the Booking of this accommodation as a cancellation fee.
- (d)** If the Cancellation Policy is displayed during the booking process, then you will be charged a cancellation fee specific to that Booking.

Please note that if you change the number of persons in the Booking, the total price of the Booking will be recalculated for the new party size and Medhotels shall reissue the Booking confirmation accordingly. If the consumer fails to check-in on time, the booking will be classed as a 'No-Show'. The booking will be treated as cancelled and the Accommodation Principal's cancellation charges will apply.

3.7. Cancellations by Medhotels, the Accommodation Provider or the Supplier

If there is a change to or cancellation of a Booking, Medhotels will provide to you the new details as soon as practical. Should the Accommodation Principal be unable to fulfil the Booking, then:

- (a) if the Accommodation Principal provides an alternative accommodation, you may either accept their alternative accommodation or cancel the Booking with a full refund of all monies paid for that Booking; or
- (b) if the Accommodation Principal is unable to provide an alternative accommodation, the Booking will be cancelled by Medhotels with a full refund of all monies paid for that Booking.

You acknowledge that Medhotels are agent only for the accommodation principal and cannot accept any liability for any changes or cancellations made to the booking unless such liability is due to Medhotels' own acts or omissions. If the Accommodation Principal agrees to pay any compensation for making a change to, or cancelling, the Booking, then Medhotels will pass any compensation received on to you.

4. CONSUMER TERMS

4.1. Behaviour

When you complete a Booking through the Booking Engine, you are confirming that the consumer(s) of that Booking accept responsibility for any damage or loss they cause. Full payment for any such damage or loss at the accommodation caused by a consumer must be paid by that consumer direct to the Accommodation Principal. If the consumer fails to do so, they will be responsible for paying any claims subsequently made against Medhotels (together with Medhotels' own and the other party's full legal costs) as a result of the consumer's negligence. The Accommodation Principal reserves the right at any time, where justified in their reasonable opinion, to terminate in full or part the consumer's Booking of the accommodation due to the consumer's conduct. In the event of such termination:

- (a) no refunds shall be given in respect of that terminated Booking; and
- (b) the Accommodation Provider, the Supplier and Medhotels shall not be under any obligation whatsoever to pay the consumer any compensation or reimburse the consumer for any costs or expenses that the consumer may incur as a result of such termination.

4.2. Check-in, check-out and room allocation

The consumer may be asked to provide photographic ID when checking-in. You agree to inform the consumer to take this with them. After registration on arrival at the accommodation, the consumer will be allocated a room. When checking-in after midnight, the consumer's room will be reserved from the previous day. The consumer must check out of the room by 11:00a.m. local time on the booking departure date, unless otherwise stated on the accommodation voucher issued by us.

Some hotels have rooms that sleep up to 4 people. Room layout may consist of up to 4 separate beds or a combination of double, twin, camp bed, sofa beds or rollaway beds. In some hotels, 3rd and 4th beds may only be suitable for a child. Rooms for up to 4 persons may not be any larger than twin or double rooms, so space is likely to be limited.

Please note that Egyptian and Tunisian passport holders must be legally married in order to share a double room in a hotel in Egypt or Tunisia, respectively. It is illegal to book a room for a foreign national and an Egyptian or Tunisian unless they are married. Please check with the relevant Consulate for more information. Therefore, the hotels will not accept such reservations on check-in. If there is availability, 2 single rooms will be provided at additional cost to the consumers. This law does not apply to holders of non-Egyptian or non-Tunisian passports.

4.3. Information and pricing

Medhotels, the Accommodation Providers and the Suppliers make no guarantees about the availability of specific products and services.

The star ratings shown on the hotel descriptions are Medhotels' own ratings and do not necessarily reflect any local official rating.

The star ratings displayed on the Booking Engine are intended as only general guidelines and do not reflect any official rating, nor do Medhotels guarantee the accuracy of the ratings. Medhotels may make improvements and/or changes on the Booking Engine at any time.

Payment for incidental extras (e.g., mini bars, telephone charges, etc.) must be made directly to the Accommodation Provider by the consumer. Local and/or city taxes must be paid to the Accommodation Provider directly and are not included in the booking (unless otherwise stated).

As Medhotels act only as agent for the applicable Accommodation Principal, Medhotels reserves the right to pass on to you in full all additional costs and charges of whatever nature imposed by the principal in accordance with its own terms and conditions. You agree to indemnify Medhotels for any such additional costs and charges.

All images of hotel rooms on the Booking Engine are for representation purposes only and may not reflect the actual room the consumer is allocated. From time to time building work and its associated noise is unavoidable. Medhotels do not control such work, and Medhotels do not always receive advance notice of when such work is scheduled. However Medhotels will notify you as soon as practical if Medhotels knows of building work that Medhotels reasonably believe may affect the consumer's holiday enjoyment.

There may be differences between the actual accommodation and its description. Occasionally, local conditions may mean that some facilities or services become unavailable or subject to restriction. Please be aware that

advertised facilities within the hotel and around the resort may not be fully functional in early and late season. Medhotels will provide a booking confirmation, via an Accommodation Voucher, it cannot provide customers with a tax invoice in respect of this. If for any reason customers book the accommodation for business travel purposes and require a tax invoice, the customer must contact the Accommodation Provider directly.

4.4. Errors and omissions

The information and prices shown on the Booking Engine may have changed by the time you complete a Booking. Whilst every effort is made to ensure the accuracy of the Booking Engine and prices, Medhotels does not guarantee the accuracy of, and disclaims all liability for any errors or other inaccuracies relating to, the information and descriptions on the Booking Engine (including, without limitation, the pricing, photographs, list of hotel amenities, and general product descriptions). In addition, Medhotels expressly reserves the right to correct any pricing errors on the Booking Engine and on pending or confirmed reservations made under an incorrect price. In such event, if available, Medhotels will offer you the opportunity to keep a pending Booking at the correct price or Medhotels will cancel the Booking without penalty.

5. PRICES AND PAYMENT TERMS

The payment terms set out below are subject to any Agent Specific Terms which have been agreed between the parties.

5.1. Payment Due Date

You shall ensure that you remit to Medhotels all sums due and owing collected on behalf of an Accommodation Principal, for any Booking, including any amendment and cancellation charges. Payment for all Bookings must be made in full by the "Payment Due Date", which will be the later of: (i) 35 days before the consumer's arrival date at the accommodation; or (ii) immediately after the Booking is made. If a Payment Due Date falls on a non-business day, it shall be the next available business day.

Failure to pay by the Payment Due Date will mean that Medhotels will not issue the accommodation voucher required to be presented by the consumer at check-in and Medhotels reserves the right to cancel any Booking due to non-payment by, or late payment after, the Payment Due Date.

5.2 Statements

Medhotels will send to you a weekly statement each Monday (or the next available business day) that includes all Bookings where the Payment Due Date is due in that week (Monday to Sunday). All non-disputed sums must be paid in full as outlined above. For any disputed, unpaid or late payments of any Booking by the Payment Due Date, you shall notify us in writing of the reason for the dispute, delay or non-payment of that Booking, along with evidence to support the dispute by the Friday of the week in which the statement has been sent. For the avoidance of doubt, in a statement that includes both disputed and non-

disputed Bookings, you will pay all non-disputed Bookings in full by the respective Payment Due Dates.

5.3. Commission

Medhotels will pay commission to you [at the agreed level] and this shall be deducted from all transactions at the time of completing the Booking and will be reflected in the weekly statement.

5.4. Payment Methods

Payment can be made by bank transfer to the applicable Medhotels account as shown below:

Currency

Account Name

Bank

Sort Code

Account Number

IBAN

GBP

Thomas Cook International AG

Barclays

20-00-00

23020932

GB30BARC20000023020932

USD

Thomas Cook International AG

Barclays

20-00-00

65427222

GB61BARC20000065427222

EUR

Thomas Cook International AG

Barclays

20-00-00

69063588

GB27BARC20000069063588

5.5. Credit Limit

Your credit limit for Bookings made during any one week is £2,500.00 unless otherwise agreed in writing with Medhotels and accounts must be settled in full by the due date. Otherwise we reserve the right to review the credit limit or any other terms.

5.6. Credit Control

In the case of any accounts query please contact the Medhotels credit control department by email to creditcontrol@Medhotels.com immediately.

6. DATA PROTECTION

As either (i) Directive 95/46/EC (prior to 25 May 2018) or (ii) Regulation (EU) 2016/679 (on or after 25 May 2018) applies to personal data. This Directive is expressly incorporated into the terms of this Agreement. The Sub Agent shall ensure that it complies fully with this Directive.

7. INDEMNITIES

You agree to defend and indemnify Medhotels, the Accommodation Providers and Suppliers, and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- (a) your breach of these Booking Conditions;
- (b) your violation of any law or the rights of a third party; or
- (c) your use of this Booking Engine.

8. LIABILITY

Medhotels shall have no liability for:

- (a) an accommodation or Bookings; or
- (b) any acts or omissions of you, an Accommodation Provider, the Supplier, or any of your or their employees, agents, contractors or subcontractors; or
- (c) the inability of any Accommodation Principal to meet any Special Requests; or
- (d) any changes or closures to area amenities or attractions or for any inaccurate, incomplete or misleading information about any accommodation or its facilities and/or services, except in respect of any delay, injury damage or loss of whatever nature which arises out of any breach of these Booking Conditions on the part of Medhotels acting in its capacity as a disclosed agent. If, despite the limitation above, Medhotels is found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then the liability of Medhotels will in no event exceed, in the aggregate, 200% of the Booking value paid to Medhotels in connection with such transaction(s) on this Booking Engine.

Medhotels do not exclude or limit any liability for death or personal injury that arises as a result of Medhotels' negligence or that of Medhotels' employees whilst acting in the course of their employment.

9. COMPLAINTS PROCEDURE

Medhotels are a disclosed agent and do not accept any responsibility or liability for complaints relating to the accommodation provided by an Accommodation Principal. Any queries or concerns from you or the consumer relating to the accommodation must be addressed to the Accommodation Principal immediately or as soon as reasonably practicable. If the consumer fails to inform the Accommodation Principal immediately, this may limit the ability for that Accommodation Principal to investigate and rectify the complaint sufficiently. If you or the consumer wishes to raise a complaint about the accommodation or the Booking after departure,

then this complaint should be directed to the Accommodation Principal in writing to the name, address and contact details in any Booking confirmation documents we have sent to you.

We can assist you contacting the Accommodation Principal if this is required by you. Should you require the assistance of Medhotels in contacting the Accommodation Principal regarding a complaint, you must notify Medhotels of any complaint which you have or receive from any consumer about the accommodation or Booking within seven days of receipt of such complaint. Medhotels shall, within 14 days of receipt from you, forward such complaint to the Accommodation Principal and shall use all reasonable efforts to obtain a response within 14 days from the Accommodation Principal. Any response from the Accommodation Principal will be forwarded by Medhotels to you within seven days of receipt by Medhotels.

The complaint should be notified to Medhotels either by:

E-mail: customer.relations@thomascook.onmats.com

By Letter:

Medhotels Customer Relations,
Westpoint,
Peterborough Business Park,
Lynch Wood,
Peterborough,
PE2 6FZ

Medhotels shall have no further responsibility in relation to any consumer complaints and, in particular, shall have no responsibility either to ensure a response from the Accommodation Principal or to assist you in negotiating with the Accommodation Principal a response that you consider satisfactory.

10. FORCE MAJEURE

Any event will only be considered "Force Majeure" if it is not attributable to the wilful act, neglect, default or other failure to take reasonable precautions of the affected party, its agents, employees or contractors. Neither party will be liable to the other for any failure to fulfil obligations caused by an event of Force Majeure. Delays in delivery or in meeting completion dates due to an event of Force Majeure will automatically be extended for a reasonable period. Both parties will in any event use reasonable endeavours to avoid or mitigate the effect of an event of Force Majeure so as to recommence performance of their obligations as soon as reasonably possible.

11. LAW AND JURISDICTION

These Booking Conditions, including any non-contractual disputes arising out of or in relation to it, will be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

The address for the legal service of documents against Thomas Cook International AG trading as Medhotels is:

Medhotels, Westpoint,
Peterborough Business Park,
Lynch Wood,
Peterborough,
PE2 6FZ

Your contract with the Accommodation Principal will be governed and construed in accordance with the laws and jurisdiction set out in the booking conditions of the relevant principal. A copy of the booking conditions of that principal that apply to a Booking will be provided to you by Medhotels upon your request.

Last Amendment Date:

12/04/2018 11:00:32