

Bookit Now Travel Services (Wimbledon) Ltd (hereinafter referred to as 'Bookit Now') have entered into a Global Agency Agreement with OTS Open Travel Services AG (hereinafter referred to as 'OTS') Under the terms of this Agreement OTS and Bookit Now have certain obligation in respect of the services to be provided. These are listed below:

1. SERVICES

OTS will provide Bookit Now with unique Incoming Services. These Services may include but are not limited to accommodation, transfers, excursions, roundtrips and rent a car.

OTS will provide all services via local agencies at destinations.

2. Accommodation

OTS will provide Bookit Now with Accommodation Services. For the avoidance of doubt, each booking made is a separate booking, available separately at exactly the same price and is not a package.

Only those persons named at the time of booking, or subsequently advised, can occupy the accommodation(s). Should any damage be caused by the client or any member of the client to the accommodation(s) or its contents, the client will be required to arrange immediate reimbursement before the end of his stay.

OTS takes every reasonable care to ensure that the information published about each hotel, villa, or apartment is accurate; however OTS and/or Bookit Now cannot accept liability for errors or omissions in the descriptions. Facilities and amenities in accommodation may be temporarily unavailable for operational reasons, where this happens Bookit Now and/or OTS will do its best to advise as soon as possible.

3. Reservation Handling

Bookit Now clients shall not be allowed to make any amendments (i.e. number of paxes and/or rooms, name changes, period of stays etc.) once the reservation has been made. In case an amendment has to be done, Bookit Now will manage it as a complete new booking subject to all conditions, rates, availability of the time of amendment and cancelling the previous booking accordingly.

4. Client Complaints

In the event of client complaints, OTS will assist Bookit Now efficiently settle complaints in the destinations in order to avoid further complaints against Bookit Now in their home countries. OTS will provide further assistance within the customary timeframe if clients file claims in their home countries (channelled only via Bookit Now) despite all efforts to settle complaint in a friendly manner in destination. OTS will not attend claims which have not been denounced during the stay of Bookit Now's clients in the destination.

5. LIABILITY OF OTS

OTS will provide its service with the duty of care of a prudent business man.

OTS shall be liable to Bookit Now for all damages resulting from intentional misconduct on the part of OTS or third parties employed to perform OTS's contractual obligations.

Liability for damages resulting from negligent misconduct on the part of OTS or Third Parties is waived to the greatest degree possible under the relevant jurisdiction. OTS reserves the right to cancel, without incurring in any liability or penalty, the booking if any balance due is not received by the due date. In that case you will be advised by Bookit Now.

6. OCCUPATIONAL HEALTH AND SAFETY

Where the Services are provided by OTS itself through its own employees, OTS hereby agrees to fully comply with all local, regional and national regulations in relation to the Services outlined in this Agreement.

Where Services are provided by Third Party Service Providers OTS will use its best endeavours to ensure that these Providers supply their services in accordance with all local, regional and national regulations in relation to the Services outlined in this Agreement.

7. SUB-CONTRACTORS

OTS will remain subsidiary responsible and liable for the proper performance of all services and obligations under and in accordance with that agreement even where such services and/ or obligations have been sub-contracted, assigned to or transferred.

OTS shall use its best endeavours to ensure that any third party that performs any services and/ or obligations under this agreement does so in accordance with the terms and conditions of this Agreement.

OTS hereby agrees to use its best endeavours to ensure that such Third Party Service providers comply with all of OTS' obligations under this Agreement with regards to the service level, insurance, occupational health and safety.

8. DATA PROTECTION

The Parties acknowledge that they act as independent data controllers when they process any personal data under this Agreement. OTS will use its best endeavours to protect the privacy and confidentiality of Bookit Now's client's personal information it receives on occasion of the provision of the services outlined above. However OTS will not be held liable for any infringement of privacy of information committed by Bookit Now itself.

9. CANCELLATION FEES

In case of a cancellation without a new booking OTS, as default, is entitled to invoice the cancelled booking as follow:

Cancellation within 2 days of arrival: no costs will be charged for hotel and transfer
Cancellation within 1 day of arrival or no show: 1 overnight stay can be invoiced; no transfer costs
No shows: 1 overnight stay and one one-way transfer can be invoiced

In case different rules may apply as a consequence of individual hotel contracts between Provider and Hotelier, the specific agreed cancellation policies will supersede the above mentioned per default cancellation fees.

10. BOOKINGS

Bookit Now shall inform OTS of booked capacities and about changes in and/ or cancellations of bookings by XML connection.

All relevant booking data shall be communicated via XML, e-mail and/ or fax of which the details and format will be communicated to Bookit Now. In case of bookings confirmed by Bookit Now to its Clients within 24h before arrival (Last Minute Booking) Bookit Now will -in addition to the standard procedure- forward such bookings as high priority bookings via fax and e-mail or any other means/ method of communication agreed between the Parties to OTS.

11. FORCE MAJEURE

In case of force majeure such as war, civil war or public disorder brought about by civil war or industrial disputes, epidemic diseases, natural disasters, arrests, levies of execution and restraints by state institution or other persons, industrial actions (i.e. strike), riots, quarantine or other events of equal consequence which make it considerably more difficult to carry out the tours and no longer allow the business to be properly run each party shall be entitled to terminate this Agreement or to cancel any services with immediate effect without incurring any penalty, charge or liability whatsoever. In case of above mentioned events, Bookit Now will ensure to inform the customer.

12. LAW APPLICABLE / PLACE OF JURISDICTION

This Agreement is subject solely to the laws and jurisdiction of England.