

## **GENERAL TERMS AND CONDITIONS**

URPLANETHOTELS.COM website belongs to EURL PLANET TRAVEL ALGERIE,. (hereinafter referred to as URPLANETHOTELS, hereby acting in its name and on behalf of any of its subsidiaries or holding company or any affiliate of its holding company) a legally-constituted ALGERIANTOUR OPERATOR, based at ZHUN SUDNOUVELLE VILLE- TIZI OUZOU-ALGERIA

The Travel Organizer (hereinafter referred to as CLIENT) shall be able to get accommodation, transfer, excursion, ticket, group special offers, car rent and other destination services (Collectively referred to as “travel services”) through the URPLANETHOTELS website ([www.urplanethotels.com.com](http://www.urplanethotels.com.com) or “website”).

The following Terms and Conditions form the basis of the CLIENT’s relationship with URPLANETHOTELS. Please read them carefully as they set out both URPLANETHOTELS and CLIENT’s respective rights and obligations.

Any booking that the CLIENT makes through this website is conditional on the CLIENT accepting these General Terms and Conditions, the legal statement and privacy policy (the “Terms and Conditions”). The Terms and Conditions form an integral part of the website and cannot be separated from the general contracting conditions, operations or reservations. By visiting, using or ordering from the URPLANETHOTELS

website, the CLIENT and its user expressly agree to be bound by these Terms and Conditions and all applicable laws and regulations governing this website and reservations transacted via the URPLANETHOTELS website.

Access to the URPLANETHOTELS website is strictly controlled by URPLANETHOTELS and URPLANETHOTELS reserves the right to change, modify, substitute or suspend or remove without notice any information or service from time to time.

If the CLIENT does not agree to be bound by the Terms and Conditions, the CLIENT must not proceed with the booking.

### **URPLANETHOTELS APPOINTMENT AS CLIENT’S AGENT**

This agreement for access to this program is entered into directly by and between URPLANETHOTELS and the CLIENT. The CLIENT appoints URPLANETHOTELS as its agent for the provision of travel intermediary services in all territories in which URPLANETHOTELS may from time to time operate and URPLANETHOTELS accepts such appointment.

The intermediary services that may be provided by URPLANETHOTELS to the CLIENT under this agreement shall include the request for availability, booking and confirmation of the accommodation services, transfer services, excursion services, and representative services or such other services as the Parties may from time to time agree.

URPLANETHOTELS will make its utmost to get the confirmation from the service supplier selected by the CLIENT in accordance with the submitted booking request. Should the availability is confirmed by the service supplier and the CLIENT proceeded with the payment in accordance with these Terms and conditions,

URPLANETHOTELS will be able to confirm the booking to the CLIENT.

URPLANETHOTELS acts as the CLIENT's agent only in respect of all bookings URPLANETHOTELS makes on the CLIENT's behalf. URPLANETHOTELS accepts no liability in relation to any contract the CLIENT enters into or for any other services that the CLIENT books or for the acts or omissions of any service supplier or other person(s) or party (ies) connected with the CLIENT's booking. The service supplier's booking conditions will apply to the CLIENT's contract and prices and cancellation conditions shall be displayed when making each reservation, dependant on prevailing conditions, availability and other factors. The website will guide the CLIENT through the booking procedure

## **WEBSITE USE**

### **☒ AGE AND RESPONSIBILITY**

The CLIENT warrants that i) has made legitimate enquiries or bookings for the CLIENT or any other person for whom the CLIENT is legally authorised to act; ii) that its user of the codes is at least 18 years of age or over and have legal capacity to use the URPLANETHOTELS site and to create a legally binding contract for the CLIENT and, iii) that all personal information submitted during the bookings process is correct and CLIENT accepts financial responsibility for all transactions made under CLIENT name or account.

### **☒ ACCESS CODES**

Access codes (user names and passwords) to this program shall be given by URPLANETHOTELS to each CLIENT, including as many passwords as necessary for each personal user.

After initial access codes are used for the first time to access the URPLANETHOTELS booking service, each user of the registered CLIENT MUST change his/her personal password (initially provided by URPLANETHOTELS) to maintain absolute confidentiality, preference and independence when operating.

Access codes provided by URPLANETHOTELS are for the sole use of each CLIENT and personal user; no access code use may be transferred or disclosed to third parties including, but not limited to, representatives or subsidiaries of the CLIENT.

Each CLIENT and the personal user are directly responsible for the use of their own access codes. In the event of improper use thereof, such access codes shall be withdrawn; sales will immediately be stopped and legal action may be taken.

For reasons of security, URPLANETHOTELS shall reserve the right to change the access codes of the CLIENT so long as such changes shall not disrupt the use of the system by said CLIENT, and that sufficient notice of the planned change(s) is received by said CLIENT.

## **▣ RESERVATIONS: HOW TO BOOK URPLANETHOTELS TRAVEL SERVICES.**

Simply search for the chosen travel service (accommodation, tour programmes, transfer, excursion, ticket, group special offers, car rent and other destination services), the service supplier (concrete Hotel, etc.) at the desired destination, booking pax and dates, then proceed to the final booking page. Details of CLIENT selection will be featured at the website. The CLIENT shall carefully check the dates, the price, the destination and the service supplier details before completing the booking.

The CLIENT will also see details of the cancellation fees that will be levied for the booking.

To confirm a booking, the user must be authorised to make the booking by the CLIENT and by all persons named on the booking and their parent or guardian for all party members who are under 18 when the booking is made. By making the booking, the CLIENT is confirming that all persons named on the booking accept the Terms and Conditions and that the CLIENT will inform the other persons named on the booking of the confirmation details and any other appropriate information. By making the booking the CLIENT also become responsible for making all payments due to URPLANETHOTELS.

Once URPLANETHOTELS has received the CLIENT booking and all appropriate payments, URPLANETHOTELS will, subject to availability, confirm the booking once the service supplier concerned confirms to URPLANETHOTELS.

URPLANETHOTELS will confirm by issuing a confirmation e-mail containing a booking voucher.

The booking request will not be confirmed by URPLANETHOTELS 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 CLIENT.

Therefore, URPLANETHOTELS will confirm the booking once the full price is paid by the CLIENT.

In any case, if the CLIENT has been requested to return a Credit Card Payment Authorisation (for payment using credit card), the booking confirmation will not exist until URPLANETHOTELS receives the Authorisation.

Should CLIENT do not return the Credit Card Authorisation, URPLANETHOTELS cannot process the payment and then, confirm the booking. This Credit Card Authorisation is requested in order to ensure that CLIENT is the Credit Cardholder and that no fraudulent use is being carried out with CLIENT credit card

CLIENT shall check the booking voucher carefully as soon as the CLIENT receives it and contact the URPLANETHOTELS customer services immediately if any information which appears on the booking voucher or any other document appears to be incorrect or incomplete. As URPLANETHOTELS acts only as CLIENT's travelagent, URPLANETHOTELS will have no responsibility for any errors in any documentation except where those errors were made by URPLANETHOTELS while processing the booking.

Such a voucher or reservation confirmation shall include:

- Reservation code
- General reservation details
- Breakdown of amount and/or invoice to be paid by CLIENT to URPLANETHOTELS (or subsidiaries/ affiliates)
- Voucher or deliverable documents. The documents provided by URPLANETHOTELS are for the sole reference of the CLIENT. The voucher for the final consumer MUST be issued by the CLIENT and it must indicate that it is payable by the company designated in the documents issued by URPLANETHOTELS unless otherwise agreed in writing with URPLANETHOTELS. Including the following wording: "Payable through [the appropriate URPLANETHOTELS company that corresponds to the destination booked], acting as agent for the service operating company". The final consumer shall present the CLIENT's voucher with URPLANETHOTELS' reference at the service supplier/accommodation establishment upon check in.

If a cancellation has occurred immediately after the confirmation of the booking, the voucher will become invalid. Consequently the reservation will be deemed invalid by URPLANETHOTELS and the service supplier.

Moreover if the service supplier renders the services, URPLANETHOTELS shall not be responsible for its payment.

URPLANETHOTELS shall not be obliged to send reminders of any requested reservations. If the CLIENT requires a reminder, any and all communication must specify the relevant reservation identification codes.

#### **📄 IMPOSSIBILITY OF HANDWRITTEN SIGNATURE**

Due to the special characteristics of the electronic commerce, CLIENT hereby acknowledges the

impossibility of handwritten signature for this transaction. Therefore, CLIENT hereby accept that there is no need for handwritten signature and CLIENT also accept to be bind by the acceptance of the Terms and Conditions of the URPLANETHOTELS website upon making the reservation.

## **GENERAL**

The CLIENT is responsible for ensuring that these Terms and Conditions are brought to the attention of, and agreed with, their final consumers, intermediaries, and all other interested parties, prior to entering into any agreement with those parties to which these Terms and Conditions might apply.

Upon making any business transaction via the website, the CLIENT accepts that these Terms and Conditions apply to each and every transaction.

It is also the CLIENT's responsibility to inform URPLANETHOTELS of their source selling markets, that is, markets from which URPLANETHOTELS product will be sold. Once URPLANETHOTELS has this information and has in turn informed the CLIENT of prices and rates applicable to the stated source markets, the CLIENT agrees not to apply said pricing to any other source market. Should the CLIENT wish to sell URPLANETHOTELS product in other source markets, they must inform URPLANETHOTELS of this and they will therefore be informed of the applicable prices for that source market.

CLIENT is obliged to provide the Retail Agency or, if applicable, the final consumer, the following data:

- What is included and not included in the price of services.
- The regulations and consequences of a no show by the final consumer at the establishment, of regulations regarding cancellations, annulments and modifications, as well as of any possible name changes of the commercial name of the hotel plus the possible existence of stay taxes.
- That all the users, without exception (children included) must have current personal and family documentation, either passport or National Identity Document, as required by the country or countries visited.
- All extra services (special meals, extra beds, cots/cribs etc)CLIENT is also obliged to provide a voucher for the services that contains the following wording:

"Payable through [the appropriate URPLANETHOTELS company that corresponds to the destination booked], acting as agent for the service operating company".

The final consumer shall be liable for obtaining the documentation required at destination, such as visas, ID's, passport, medical documents, etc. and URPLANETHOTELS shall not be liable for any circumstance or expense incurred due to lack of documentation or non-compliance of requirements.

That for all intents and purposes, regarding transport by land, it is understood that the user shall carry with him/her all their luggage and personal belongings, irrespective of the location within the vehicle where

these are stowed, and that such luggage and personal belongings are carried at user's own risk. Users are recommended to be present during handling, loading and unloading of luggage.

With regard to transport of luggage by air, by rail, by sea or by river, the general Terms and conditions

applicable to transportation companies shall apply, with the ticket being the binding document between the aforementioned companies and the passenger. In the event of any damage or loss, the consumer shall at that time make a claim to the Transport Company.

In any case URPLANETHOTELS will be responsible for the passenger's luggage.

Whenever the European Package Travel Directive 90/314 EEC must be applied due to the intention to include any of the services provided by URPLANETHOTELS in a Package Travel, CLIENT undertakes to strictly comply with the Package Travel Directive 90/314 EEC and/or any legislation that develops, adds to and, when appropriate, replaces them, delivering or enabling the delivery of all the appropriate information to the final consumer, requesting its signature and approval on the package travel conditions when necessary.

#### **WARNING – USA RESTRICTIONS ON TRAVEL TO CUBA**

Travel to Cuba by citizens and residents of the United States are subject to the laws of the United States pertaining to the U.S. embargo of Cuba and require a license by the United States Government. No refunds will be made or liability incurred with respect to any travel arrangements made by citizens or residents of the United States without required licenses.

#### **PRICES**

The prices offered on URPLANETHOTELS website are confidential and may not be disclosed.

Payment will be made in EUROS or in the national currency applicable at that time with the exchange rate between EURO/new currency effective at the day of payment.

The prices offered therein are for sale within the CLIENT's own market to the exclusion of any other. Sales to any other markets shall only be possible by prior request and with the express authorisation thereof by URPLANETHOTELS.

Prices quoted on URPLANETHOTELS website are net prices (non commissionable) including all indirect taxes.

Any increase in tax will be directly added to the prices offered in this Terms and Conditions.

- Hotels and other accommodation establishments (including Groups): Prices quoted are per person per night or per unit per night.
- Transfers and excursions. Prices quoted are per person per service.
- Car rental. Prices quoted are per vehicle per day.

- Tickets. Prices quoted are per show or event.

Prices quoted on URPLANETHOTELS website are directly generated by the system. The CLIENT shall be invoiced according to current prices at the time of online confirmation of reservation and according to the handling fees, which depend on the destination where the booking is confirmed (for the handling fees charged by each destination, contact our local office in charge of that destination).

Prices quoted on URPLANETHOTELS website are net rates (except for those previously agreed) depending on daily availability, and as such may be subject to variations for the following reasons

Due to foreign currency fluctuations with regard to the exchange rate applied to confirmed reservations. In this case, the exchange fluctuation shall only affect the price when the variation in the rate of exchange exceeds 3%.

- Accommodation establishments. In the event of Trade Fairs, special events or new special conditions of the establishment.

Block booking of accommodation reservations for future sales is forbidden under any circumstances or at any time. URPLANETHOTELS reserves the right to cancel any reservations made for this purpose without liability.

As well, the CLIENT hereby commits to not use URPLANETHOTELS' prices appeared on the website to contact URPLANETHOTELS' suppliers disclosing such prices for the purpose of negotiating new rates and/or any other meaning, in this event, CLIENT shall indemnify URPLANETHOTELS and URPLANETHOTELS will notify the supplier the

#### **Illicit use of the rates by CLIENT.**

#### **☒ THE PRICE INCLUDES**

All services, products and fees agreed upon via the URPLANETHOTELS website.

Hotels and other accommodation establishments (including Groups): Service as specified in the reservation confirmation, with the exception of those accommodation establishments in which the inclusion of otherservices is specifically indicated. In most hotels the earliest check-in time is after 14:00 hours, and the

latest check-out time on date of departure is 12:00 hours.

Transfers and excursions: In most cities, these are held not as a complementary and/or additional service to accommodation, but as an independent service.

Car rental: Service as specified in special Terms and Conditions to be applied.

The CLIENT shall be liable for their final consumer's reconfirmation of flights directly with airline and/or other services and for advance notice to receiving agents at destination of any changes in flights and/or flight times in the event that there has been a modification of the reserved flight(s).

The CLIENT shall be liable for ensuring that the flights and times given to URPLANETHOTELS are correct, and where other services are required, these shall be organised based on the data provided by the CLIENT.

#### **THE PRICE DOES NOT INCLUDE**

Any service not specified in the reservation confirmation.

Accommodation services: any extra services are not included such as telephone calls, insurance, laundry service, minibar, parking, etc. which shall be paid directly by the final consumer.

#### **UNAUTHORISED ROOM BLOCKS**

Holding Room Blocks is considered as prohibited behaviour.

The use of the URPLANETHOTELS booking engine is limited to Free Independent Traveller/Tourist (FIT) bookings and as such our database inventory is protected against any other unauthorized use. Any Group reservations must therefore be directed to the groups section of our website, and as such are subject to the Terms and Conditions of group reservations.

The blocking of multiple rooms or services with unconfirmed names, ensuing name changes or cancellation

within 45 days of arrival is prohibited, due to database inventory restraints.

Should any such blocks be detected, URPLANETHOTELS reserves the right to:

- a) Deny and cancel said bookings
- b) Change to a Group booking, leading to a possible increase in rate and alternative payment terms.
- c) Charge an administrative fee for handling the block and subsequent changes.

Administrative fee:

Multiple name changes indicating that rooms have been blocked will be subject to a 25 USD/20 EUROS fee per modification, including each name change.

The administrative fee can vary from time to time, for the concrete administrative fee please contact the respective URPLANETHOTELS Sales Manager.

#### **MEANS OF PAYMENT**

All services must be paid by CLIENT to URPLANETHOTELS at least 7 days before final consumer arrival, unless an alternative financial arrangement is agreed.

In the event that the period of time between reservation and final consumer arrival is less than 7 days,

payment shall be verified immediately at the time of reservation.



The booking request will not be confirmed by URPLANETHOTELS and the transaction is not considered completed until 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 CLIENT.

Therefore, URPLANETHOTELS will confirm the booking once the full price is paid by CLIENT.

Invoices must be paid in full. No deductions by CLIENT are allowed. Any disagreement regarding the invoice must be communicated in detailed form to URPLANETHOTELS within 20 days as of issue thereof. Any disagreements communicated subsequently shall not be considered.

Payments shall be made in the currency appearing on the invoice, in any of the following ways:

- Bank transfer to URPLANETHOTELS company group at the relevant destination; bank details contained in

BANK TRANSFER. BANK ACCOUNTS AND PAYMENT DETAILS(send by e mail from paiement@urplanethotels.com). confirmation shall be sent by email

CLIENT shall be responsible for ensuring that such confirmation is received by URPLANETHOTELS with the required notice.

- Credit card in accordance with the regulations contained in CREDIT CARD REGULATION (see next Credit Card Regulation). Any payment made by credit card shall be accompanied by a fax authorising the charge by this means of payment, to be sent to the relevant office of URPLANETHOTELS, duly signed by credit card holder as well as copy of the passport or national identity document of card holder.

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, URPLANETHOTELS may automatically cancel the reservations with no right on the part of CLIENT and/or the final consumer to claim any service provision or amount whatsoever from URPLANETHOTELS on account of such an annulment.

URPLANETHOTELS shall receive the net price timely and the CLIENT hereby assumes any cost or expenses that may arise for the payment. Therefore, any deficiency in payment arising from bank charges or as a result of currency conversion shall be paid by the CLIENT.

URPLANETHOTELS shall be entitled to claim for and receive payment of any expenses which have been incurred by URPLANETHOTELS, in addition to full settlement with interest (EURIBOR + 1.5 points per annum), for any unpaid amount with respect to the services provided except in the case of disputed charges.

#### **☒ CREDIT CARD REGULATION**

Payments made by Credit Card should be confirmed to each URPLANETHOTELS office, according to the destination booked and to the following procedure:

- Send URPLANETHOTELS a copy of both sides of the holder's credit card, together with a copy of his/her national personal identification document. The person/holder of the credit card must be a member of the company's staff and must have previously been authorized by the company Management to effect payments, with it being the company's responsibility to ensure that the correct procedure has been followed for all payments effected by the card holder.<sup>7</sup>
- Send the authorization signed by the card holder (to the corresponding destination) for each payment of invoices, which should include the invoice number and amount. (See in Annex II is a sample authorization form to be completed).
- There is a handling charge for payments made by Credit Card. Please check with URPLANETHOTELS offices for information on which Credit Cards are accepted.
- When making a payment to an account based in a foreign country, banks may apply commission rates over which we have no control and URPLANETHOTELS cannot be held responsible for such charges.

#### **TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES**

These Terms and Conditions do not supersede but complete and add to the above mentioned Terms and Conditions. In case of contradiction between the general and special Terms and Conditions, the latter shall prevail.

#### **☒ ACCOMMODATION SERVICES (NOT GROUP RESERVATION)**

##### **Children**

Special conditions for children are agreed upon with each service supplier and are not based on any one criteria; therefore, and given that each establishment/supplier applies its own special conditions or discounts, CLIENT shall enquire about this point when making the reservation.

Accommodation services: Such discounts or special conditions must be understood as applicable only when children share a room with 2 adults.

COTS(UK) /CRIBS (US) – In the event that this service is required, this shall be indicated when making the reservation, as some establishments have a limited availability of such items. This extra service can be paid by the final consumer 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. Consult the supplement and/or discount applicable for an extra bed to be occupied by an adult, as this varies depending on the hotel. There are hotels with very few available extra beds, so it is imperative to ensure availability when making CLIENT reservation. Failure to do this may result in non-availability of the extra bed at the hotel, with no right to claim any service provision or amount whatsoever from URPLANETHOTELS.

### **No Show In Accommodation Services**

No show by the CLIENT's final consumer at the accommodation establishment without prior warning shall be considered a cancellation.

No reimbursement to the final consumer shall be made in the event of a 'no show' without prior consultation with, and express authorisation from, URPLANETHOTELS, who shall inform the CLIENT of charges payable,

which may range from the cost of one night to 100% of the amount of the reservation.

### **Modifications**

Unless expressly authorised by URPLANETHOTELS the CLIENT shall not be allowed to reduce the reserved period of stay or requested service, nor change the names of the final consumer once 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.

### **Cancellations**

In the event of withdrawal of the tourist services purchased via URPLANETHOTELS, the CLIENT shall have the right to be returned all amounts paid with deduction of the amounts, if any, which may have accrued in terms of cancellation charges.<sup>8</sup>

Generally, cancellations made at least 48 hours before final consumer arrival shall not generate charges.

This notwithstanding the aforementioned period may vary in each particular case and shall be indicated at the time of booking. 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 URPLANETHOTELS detailing the destination and reservation number. URPLANETHOTELS shall send acknowledgement of receipt and inform of all the charges, if any, which may be applicable. The CLIENT shall be responsible for obtaining the confirmation and/or acknowledgement of receipt of the cancellation of the reservation by URPLANETHOTELS. Any charges for cancellations made directly by the final consumer with the accommodation establishment which are charged by the supplier to URPLANETHOTELS shall be paid, in turn, by the CLIENT to URPLANETHOTELS.

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

,In the event of no-show or early check-out the accommodation establishment may charge the full amount of the original reservation, in which case reimbursement to the final consumer shall not apply.

Reservations made via URPLANETHOTELS may be cancelled by request of either party with no penalty whatsoever in the event of force majeure, such as, without restriction, war, revolution, acts of terrorism, closure of borders, epidemics, catastrophes which may affect the various destinations and, specifically, the location of the accommodation establishment at destination, as well as the country of origin of the final consumers.

Other services will have different booking / cancellation policies which CLIENT will be informed of by the relevant destinations (for offline bookings) or when The CLIENT confirms their bookings (for online bookings).

### **Important**

- Throughout the year, some accommodation establishments may change 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 "stay tax" or "tourist tax" (eco-tax) which must be paid directly at the establishment or/and 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 category.
- URPLANETHOTELS provides the information supplied by the hotel regarding the existence of works of refurbishment or renovation of the establishment, as well as duration thereof. URPLANETHOTELS shall not accept claims for works about which it has not been informed or which extend beyond the planned date of conclusion thereof.

### **☒ ACCOMMODATION SERVICES (GROUP RESERVATIONS)**

The following additional Terms and Conditions apply to CLIENT booking accommodation services for groups through URPLANETHOTELS website.

In order to qualify for special group rates, the requested reservation must be for a minimum of 10 Double rooms or the equivalent with 20 pax. The tariff corresponding to individual bookings shall be applied to any booking request for between 6 and 10 rooms, although deposits, payments, cancellations and/or modifications will be subject to the following Terms and Conditions too.

Payment shall be submitted to "Means of payment" clause above.

### **Deposits and means of payment.**

- For reservations confirmed 6 weeks before arrival or earlier, a 25% deposit must be paid within 7 days after booking confirmation. The complete payment shall be made a minimum of 1 week before the date of arrival.
- For reservations confirmed between 6 and 3 weeks before arrival, a 50% deposit must be paid within 3 days after booking confirmation. The complete payment shall be made a minimum of 1 week before the date of arrival.
- For reservations confirmed within 3 weeks before arrival, a 50% deposit must be paid within 3 days after booking confirmation. The complete payment shall be made a minimum of 1 week before the date of arrival. Payments by means of bank transfer will only be admitted within 3 days after booking confirmation. Other payments shall be made by means of credit card.
- For reservations confirmed within 2 weeks before the date of arrival, the complete payment shall be made upon reservation confirmation. Payments by means of bank transfer shall only be admitted within 48 hours after booking confirmation. Other payments shall be made by means of credit card.
- For reservations confirmed within 5 days before the date of arrival, the complete payment shall be made upon reservation. Payments shall be made only by means of credit card.

**Modifications and cancellations.**

- If there is a reduction in the number of people of up to 15%, and this cancellation is made between 6 weeks and 7 days before the date of arrival, a 100€ administrative cancellation fee shall be applied.
- If there is a reduction in the number of people of more than 15%, and this cancellation is made between 6 weeks and 7 days before the date of arrival, a 50% cancellation fee shall be applied.
- Any cancellation within 7 days before arrival shall be charged a 100% cancellation fee.
- Any cancellation before 6 weeks before the date of arrival shall be charged no cancellation fee.
- No modification fee will be applied in case of an increase in the number of rooms and/or nights.

The Groups clause of these Terms and Conditions may be subject to amendment by specific conditions

which URPLANETHOTELS may include at the notification of the confirmation of the accommodation establishment

or any other supplier. These specific conditions do not supersede but shall complete, supplement and add to these Terms and Conditions herein.

#### **☒ CAR RENTAL SERVICE**

A car rental reservation (whether confirmed or not) through URPLANETHOTELS website does not constitute a contract for the supply of vehicle rental services. A contract will be entered into between the final consumer and the car rental company at the time of rental and will be governed by the laws of the country of rental.

The contract is entirely between the final consumer and the car rental company.

#### **☒ TRANSFER SERVICE**

The following additional Terms and Conditions apply to CLIENT's booking transfer services through URPLANETHOTELS website.

URPLANETHOTELS agrees to carry the passenger and his/her luggage on the journey permitted by the services booked with URPLANETHOTELS, subject to these special Terms and Conditions of carriage and any special conditions applicable to the services booked.

URPLANETHOTELS is not obliged to carry any child under the age of 14 unless that child is accompanied by a responsible person aged 16 or over. In some destinations children under the age of 2 may be charged a fee for occupying a seat, in others said child may travel free if accompanied by a full fare-paying passenger over the age of 16. Children over the age of 2 require a booking to be made for them.

The service booked may only be used by the person(s) named on the booking or for whom it has been purchased, and may not be transferred to or used by anyone else. The person that requests the web booking-form must have the authority to do so from all the other travellers in the group and confirm that the people named on it accept the booking conditions, and is responsible for the full cost of the service, including any cancellation or amendment charges. He/she will inform other members of the party of confirmation details and any other appropriate information Reservations. Booking requests for transfers must be made at least 48 hours before transfer time.

Communication of the confirmation of the reservation shall be made via the web page of URPLANETHOTELS.

Once the transfer booking is completed, a voucher with the reference number will be displayed on the screen. The voucher must be printed and presented as proof of reservation.

Voucher. The voucher will show all the information necessary to reach the boarding point. The voucher will also show a contact telephone number for checking the booking and informing about contingencies.

URPLANETHOTELS advises the passenger to request Transfer service confirmation 24 hours before service time.

Transfers are not guaranteed if no confirmation is requested or confirmation is not available. Changes/amendments. The destination and pick-up addresses on the voucher are the addresses where the passenger will be delivered and picked up. Any modifications to a booking will be subject to an administration charge as well as any change in the rate to be charged if the pick up point is more than two kilometres from the booked pick up point. URPLANETHOTELS also reserves the right to not provide the service if the service is very different from the original service booked. No changes/amendments are allowed less than 48 hours prior to the time of travel.

#### **Cancellation.**

Final consumers are entitled to cancel the transfer through the URPLANETHOTELS system.

Cancellations must be made at least 48 hours before the time of travel. URPLANETHOTELS will refund the money subject to the cancellation policy.

No reimbursement to the final consumer shall be made in the event of cancellation less than 24 hours before the time of travel.

No-shows. A no-show by the passenger without prior warning shall be considered a cancellation.

No reimbursement to the final consumer shall be made in the event of a 'no-show' without prior consultation with and express authorisation from URPLANETHOTELS, who shall inform the CLIENT of charges payable which may vary up to 100% of the amount of the reservation.

Information for the booking of the transfer service is provided by the CLIENT. The voucher must be checked for errors.

The passenger must take the voucher with him/her whenever he/she travels on a service, and must produce the voucher for inspection when requested. The passenger must take care of the voucher.

Lost vouchers. URPLANETHOTELS will not be obliged to replace the voucher if it is lost, mislaid or stolen; the passenger will be required to purchase a new service to enable the passenger to travel.

Spoiled or tampered vouchers. If the voucher is spoiled or tampered with it will be invalidated and if the passenger travels with it, he/she will be considered to have travelled without a voucher.

If the voucher is spoiled or tampered with before travelling, then URPLANETHOTELS may replace it if a replacement is requested 1 day prior to travel, and the passenger provides URPLANETHOTELS with proof of purchase, passenger identity, and a reasonable explanation as to why the voucher was spoiled or tampered with. URPLANETHOTELS may not unreasonably refuse to replace the voucher. URPLANETHOTELS may charge a reasonable administration fee for replacing the voucher.

The passenger must make sure he/she is on the correct service and meets any service on which the passenger is travelling at the relevant boarding point.

The passenger should arrive at the boarding point for a service at least 10 minutes prior to the scheduled departure time for that service.

If the passenger arrives later than the scheduled departure time, URPLANETHOTELS may give the seat to another passenger, in which case the passenger will be considered to have missed the service.

URPLANETHOTELS shall not be liable to the passenger if he/she misses any service or suffers any loss, economic or otherwise, as a result of his/her late arrival, and shall not be obliged to hold up any service to wait for the passenger, or to provide a seat on any other service if the passenger misses a service.

All transfers will be carried out on the day stated on the voucher. The passenger must allow plenty of time in order to arrive in time to connect with air travel services or other forms of transport provided by other carriers.

Airlines suggest that passengers be at the airport at least 2 hours before the scheduled departure time of their flight.

If the passenger misses his/her flight or it is delayed, URPLANETHOTELS can provide the passenger with a document he/she may require for insurance purposes (if subscribed) to cover the costs of the new transfer.

Additional costs may have to be assumed by the passenger.

Notwithstanding the aforesaid, transfers from the airport may be automatically delayed if the flight suffers a delay.

If there is a possibility of late arrival of the aircraft, the passenger should advise the CLIENT of same and the CLIENT will enter flight details in the "special requests" section while making the booking and this will be passed to the supplier of the transfer.

The passenger undertakes to comply with the particular rules established by the transfer service supplier during the transfer service.

### **Luggage**

Passengers are entitled to ONE SUITCASE and ONE piece of hand luggage each. Any excess luggage must be declared at the time of booking. URPLANETHOTELS reserves the right to charge for any excess luggage.

URPLANETHOTELS must be informed of items such as, inter alia, sports equipment (golf clubs, ski's windsurf boards etc) and electric wheelchairs which will be subject to an additional charge. Extra charges may be made at URPLANETHOTELS' absolute discretion and depending on the transfer supplier and the destination.

Such extra charges must be paid before departure otherwise URPLANETHOTELS may refuse transport of the aforementioned items.



Luggage must be clearly labelled with the owners name and destination address.

It is understood that the passenger shall carry with him/her all their luggage and personal belongings, irrespective of their location within the vehicle where these are stowed, and that such luggage and personal belongings are carried at user's own risk. Passengers are recommended to be present during handling, loading and unloading of luggage.

### **Transfer Service**

URPLANETHOTELS reserves the right (and delegates to its drivers and appointed agents the right) to refuse to carry any person who is thought to be under the influence of alcohol or illegal drugs and/or whose behaviour is considered to pose a threat to the driver, the vehicle or the other passengers. Under these circumstances URPLANETHOTELS reserves the right to refuse any reimbursement and no alternative transfer service will be provided.

Passengers are not allowed to consume alcohol on any of the vehicles. The one exception to this rule is when it has been agreed in writing by URPLANETHOTELS with passengers utilising a Limousine. In such cases reasonable amounts of alcohol consumption during their transfer is allowed. Smoking is not permitted, except where express permission has been given by the driver.

The passenger(s) shall be responsible for all damages caused in the event of abnormal or vandalisingbehaviour.

### **Liability**

URPLANETHOTELS shall use reasonable endeavour to ensure that vehicles arrive on time to begin the period of hire and that they reach their destination on time. Vehicles are fully insured for passenger and third-party claims, as required under local laws.

If URPLANETHOTELS were to fail for any reason within its control to deliver its passengers to their confirmed

destination, URPLANETHOTELS will provide suitable transport such as another coach, private car, taxi etc. Any reimbursement made by URPLANETHOTELS for the costs of an alternative means of transport incurred by the passenger to reach their ticketed destination shall be no more than the cost of reaching that destination by taxi.

URPLANETHOTELS shall have no liability for any delay or failure to carry the passenger or for breach of contract when caused by a circumstance beyond URPLANETHOTELS reasonable control. The following shall, without restriction, be considered to be circumstances beyond URPLANETHOTELS reasonable control: war or threat of war, accidents causing delays on the service route, exceptional severe weather conditions, fire and/or damage at a station, compliance with requests from the police, customs or other government officials and security services, deaths and accidents on the road, vandalism and terrorism, unforeseen traffic delays, strike/industrial action, riot or local

disturbance or unrest, problems caused by other final consumers, bankruptcy, insolvency or cessation of trade of any carrier used by URPLANETHOTELS and other circumstances

affecting passenger safety.

URPLANETHOTELS maximum liability to CLIENT and/or passenger(s) for any reasonable and foreseeable loss, damage or liability which the passenger may suffer or incur as a result of URPLANETHOTELS failure, breach of contract, or the deliberate or negligent acts or omissions of any of URPLANETHOTELS employees, shall be limited to the reservation price for the transfer booked.

## **CLAIMS & LIABILITY. DISCLAIMER**

### **☐ CLIENT'S LIABILITY**

The CLIENT shall be liable for the behaviour of its final consumers in the event of abnormal behaviour, vandalism or misconduct. In this case, URPLANETHOTELS and/or the service supplier reserve the right to automatically cancel final consumer stay or reservations with no right of the final consumer to any compensation whatsoever.

Any incidents which may be resolved during the stay of the final consumer at the accommodation establishment shall be directly resolved by the CLIENT.

The CLIENT (whether or not this Agreement has been terminated) shall at all times save harmless and keep fully indemnified URPLANETHOTELS from and against any actions, claims, proceedings, losses, costs, expenses and demands (including costs and expenses in defending such matters and its proper compromise) arising directly or indirectly out of or incidental to or in connection with any breach by or on behalf of the CLIENT or any of its servants, agents or contractors of any of the provisions of this Agreement.

Notwithstanding the above URPLANETHOTELS' entire liability under this Agreement, whether in contract, tort (including breach of statutory duty), or otherwise shall not exceed the sums paid by CLIENT to URPLANETHOTELS for the specific services in question.

Neither party shall be liable for any indirect, special or consequential loss, including economic loss, which term shall include, but not be limited to, loss of profits, loss of use of profits, business, revenue, goodwill or anticipated savings.

### **☐ URPLANETHOTELS' LIABILITY**

URPLANETHOTELS acts as the CLIENT's agent and as an independent intermediary in the contracting of accommodation and other services, and thus shall not be held liable for death, injury, illness, damage, loss, accident, theft, delays or any other irregularity which may arise, whether directly or indirectly, from the supply of services by the hotel or other suppliers and which have been contracted via URPLANETHOTELS.

URPLANETHOTELS shall use reasonable endeavour to ensure the suppliers accept liability and indemnify from and against any claims of the CLIENT's guests arising from the provision of the

services. Therefore THE CLIENT hereby commits to file any claim for the services directly with the service provider. The CLIENT

also acknowledges that URPLANETHOTELS has no control over the provision of the services rendered by the service supplier.

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

URPLANETHOTELS shall not be able to negotiate any claim with the supplier that is presented after the date of final consumer departure from the establishment in question.

#### **DISCLAIMER**

The information on this site is posted in good faith but URPLANETHOTELS cannot guarantee that it is completely free from inaccuracies and typographical errors and does not accept liability for any error or omission on this site. Information on the various services is as accurate as possible given that the information is provided by the service supplier.

This website contains links to other websites. Except where they belong to URPLANETHOTELS, such other websites are not under the control of URPLANETHOTELS or maintained by URPLANETHOTELS and URPLANETHOTELS is not responsible for the content of such websites.

In no event shall URPLANETHOTELS be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of access to, the use of this website or any information contained in it or the inability to access to, including loss of profit and the like.

Service suppliers on this site are independent businesses and are not agents or employees of

URPLANETHOTELS or its affiliates. These independent businesses provide the services in accordance with their own Terms and Conditions which may limit or exclude their liability to the CLIENT or the final consumer.

URPLANETHOTELS and its affiliates are not liable for any acts, omissions, breaches or negligence of any such independent businesses or any damages or expenses resulting from the aforesaid.

URPLANETHOTELS and its affiliates are not liable for any refunds in the event of overbooking or force majeure or any other cause beyond their control.

To the maximum extent permitted by law, URPLANETHOTELS disclaims all implied warranties with regard to the information, services and materials contained on this website. All such information, services and materials are provided "as is" and "as available" without warranty of any kind.

#### **CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA**

##### **CONFIDENTIAL INFORMATION**

Confidential information shall be deemed as any information or data, whether or not it has been drawn up in hard or soft copy or in any other form that is already in use or that could be invented in the future, which

URPLANETHOTELS notifies or provides to the CLIENT or that the latter may have access to with or without the knowledge and/or express consent of URPLANETHOTELS.

Therefore, confidential information shall be deemed as the following and will include, but not be limited to: any data bases and prototypes created from the documents provided, proprietary management software, computer system passwords, information on users, telephone numbers, fax numbers, email addresses, addresses of offices, agencies, departments and headquarters, computer programs, copies, routines, sources, functional and organisational analysis, know-how, formulae, processes, ideas, inventions (whether patentable or not), financial data and development plans, strategies, the contents of any bids that may be made and any other supporting documents, data or material belonging to URPLANETHOTELS or available in its website that the CLIENT may have access to.

Under no circumstances may the following be considered as confidential information:

- Any information that is contained in public bibliography or that may become public knowledge, unless it becomes public knowledge due to a breach of the agreement by one of the parties.
- Any information or know-how provided by third parties.
- When disclosure is required by law.<sup>14</sup>
- Disclosure of any information at the request of Courts or Tribunals
- Information referring to economic data or any other kind that must be submitted to the State, local or autonomous authorities due to tax or labour requirements and administrative contracts.

#### **☒ NON-DISCLOSURE**

Total or partial disclosure of any of the confidential information to which the CLIENT may have access by means of contracting and performance of its services to third party individuals or companies shall be expressly prohibited.

The CLIENT guarantees that its employees, customers, suppliers, sub-contractors and any other parties related to the agreements between URPLANETHOTELS and the CLIENT fulfil the confidentiality commitments contained in this document. The requisite measures must be adopted for said fulfilment of the confidentiality commitment and the CLIENT shall be responsible for any claims or damages caused by the non-fulfilment of this obligation.

The CLIENT undertakes to fulfil these confidentiality commitments from the date that this agreement is signed and to continue to do so whether the relationship between the parties is in force or not.

Should the CLIENT or any of its employees, agents, suppliers or representatives conceive any invention, innovation, discovery, computer program, process, technique or the like, as a result of observing or having access to the Confidential Information, the CLIENT agrees to assign or to have assigned, said invention, innovation, discovery, computer program, technique or the like, to URPLANETHOTELS.

## **☒ BREACH OF CONFIDENTIALITY CLAUSES**

Apart from that stated in the personal data protection clause, and the obligation to compensate any specific losses or damages caused, as a result of the infringement by the CLIENT of the confidentiality obligations stated, the latter shall also pay URPLANETHOTELS an amount of nine thousand euros (€9,000.00)

## **☒ ACCESS TO PERSONAL DATA**

If URPLANETHOTELS needs access to personal data which is strictly necessary to provide the services requested by the final consumer, URPLANETHOTELS and the CLIENT 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 regulation-).

The CLIENT hereby warrants that it has all the necessary consents and authorisation from the data subject for the transfer of such personal data to URPLANETHOTELS and authorises URPLANETHOTELS to proceed with all the subsequent transfers of data in order to complete the request and booking of the travel services.

The personal information that URPLANETHOTELS may collect from the service supplier, as well as any personal data which, in the use of this system, the CLIENT may disclose to URPLANETHOTELS shall be understood as obtained, treated and transmitted with strict observation of and in total compliance with the requirements set forth by PDPR. The CLIENT 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 CLIENT and URPLANETHOTELS 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.

URPLANETHOTELS and the CLIENT state and guarantee that they have installed the technical and operational security measures that guarantee the security of personal data and prevent its alteration, loss, mishandling and/or unauthorised access thereto, bearing in mind the status of technology, the nature of stored data and the risks to which it is exposed.

URPLANETHOTELS and the CLIENT specifically undertake the following in the event that they have access to any personal data:

- To ensure that the data is stored by means of the legally required technical and organisational security measures that guarantee the security thereof, avoiding its unauthorised alteration, loss, processing or access, pursuant to the state of technology from time to time, the nature of the data and the possible risks that it is exposed to.
- To only use or apply the data to perform the agreed services and to achieve the agreed purposes.

- Not to pass on such data to other parties, not even for the purpose of safekeeping, nor any similar texts, assessments or processes mentioned above, nor to copy or reproduce part or all of the information, results or lists thereof.
- To ensure that the data is handled only by employees who need it to perform the services and any third parties that information is revealed to must be bound to abide by the confidentiality obligation.
- Once the services have been provided, they undertake to destroy such data or return it thereto, along with any supports or documents containing such information and they must not retain any copy whatsoever thereof.

The CLIENT hereby authorizes URPLANETHOTELS to disclose final consumer's information to third parties for the sole purposes of completing the final consumer's reservation and of associated administration. Any data thus collected on this website may be transmitted, according to PDPR, to those entities that must be involved in order to contract the requested services.

Where the final consumer's stay or travel services are provided/rendered outside the European Economic Area (EEA) or out of the scope of the U.S.-European Union Safe Harbor Framework, controls on data protection may not be as strong as the legal requirements in PDPR. Therefore, the CLIENT also explicitly authorizes URPLANETHOTELS to pass that information to any service supplier located in countries which do not provide a level of protection comparable to that provided by this PDPR, for the purpose of processing the booking request. Nevertheless, URPLANETHOTELS will not pass any information on to any person not directly responsible for travel arrangements.

In the event of a breach of these commitments or any obligation derived from PDPR by the CLIENT, including by its employees or, as the case may be, by any contracted third parties, the CLIENT shall be considered responsible for the processing thereof and specifically fully accepts all responsibility and liability for any claims against URPLANETHOTELS due to any kind of administrative sanctions being imposed by the relevant authorities, as well as any damages or losses in judicial or non-judicial proceedings brought against URPLANETHOTELS including, in any case, the costs of the fees payable to Legal Counsel, Court Liaison or any other professionals, and such breach of contract by the CLIENT of that stated in this clause shall also be specifically considered just cause for early termination of the rendered services.

## **OWNERSHIP AND OTHER RIGHTS**

### **📄 OWNERSHIP**

The CLIENT acknowledges and agrees that any element and intellectual property rights pertaining thereto (including without limitation all commercial names, trade names, copyrights, logos, patents, trademarks, service marks and trade secrets) in URPLANETHOTELS website (including without limitation its Terms and Conditions, rules, policies and operating procedures, and URPLANETHOTELS'

Confidential Information -as defined above-), received or acceded are the exclusive property of URPLANETHOTELS or its suppliers.

The CLIENT acknowledges and agrees that, except hereby stated, they shall not acquire any right or interest in the information or data acceded and that URPLANETHOTELS shall remain the sole owner of the information or data including, but not limited to, all patent, copyright, trademark, trade secret, trade name, contract, industrial design, and other property rights pertaining thereto, anywhere in the world.

All trademarks, copyright, logos, database rights and other intellectual property rights in the materials on this website (as well as the organisation and layout of this website) together with the underlying softwarecode are owned by URPLANETHOTELS or its suppliers. The CLIENT and any user may not use, copy, modify, alter, publish, broadcast, distribute, sell or transfer any material on this website or belonging to URPLANETHOTELS or the underlying software code whether in whole or in part without URPLANETHOTELS' prior written permission.

In the event that there is any misuse of any Intellectual Property owned by URPLANETHOTELS (including without limitation all trademarks, service marks, logos, commercial names, etc.) without URPLANETHOTELS' consent or license; all bookings and sales will be stopped, and URPLANETHOTELS reserves its right to take any legal action pursuant the protection of its legitimate interest.

#### **INDEPENDENT CONTRACTOR**

URPLANETHOTELS and the CLIENT are independent contractors. There is no relationship of partnership, joint venture, employment or franchise between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the parties' prior written consent.

#### **NOTICES**

All communications and notices made under this Agreement by the Parties must be in writing, at the address established herein, by personal delivery with confirmation of receipt by the other Party, notarial service, burofax, mail or electronic mail, or by any other means, as long as there is at all times evidence of receipt by the addressee.

#### **LEGISLATION AND COURT OF JURISDICTION**

The application and interpretation of these Terms and Conditions shall be governed by current and applicable Spanish Legislation. In the event of any discrepancy which may arise from the interpretation or execution of these Terms and Conditions, the parties, with express waiver of any other court of jurisdiction which might apply, if any, shall abide by the Jurisdiction and Competence of the Courts of Tiz iOuzou, Algeria