**DEFAULT BOOKING TERMS:**

These booking terms ('Booking Terms') are between {Accommodation Provider Name } (referred to as ‘We’/’Us’/’Our’) named under the ‘Reservation Confirmed with’ section of the Booking confirmation ('Booking Confirmation') and the person or legal entity making the Booking (‘You/Your’).

These Booking Terms refer to the provision of accommodation services ('Booking(s)') by Us to You, and are governed by {X Country} law and apply to all Bookings.

By making a Booking You are bound by these Booking Terms.

When You make a payment using a credit card, We (or Our trading name if different) will be displayed as the merchant of record.

**Bookings**

Bookings are made and a contract between You and Us comes into effect when We accept a reservation from You.

We will accept a reservation when We have confirmed Your reservation and received either:

1. full payment of the total price; or
2. (ii) payment of a deposit equivalent to the value of the first night stay;
3. (iii) any other amount We have specified at the time of Your booking; or
4. (iv)We have agreed to collect payment from You either on arrival or departure.

Where a deposit, or any other amount that is less than the total value of the stay is paid, the balance will be paid by You directly to Us, on either check-in or check-out or at an earlier date if so requested via a direct communication between You and Us.

You must be able to enter into a legally binding contract and be over 18 years of age to make a Booking. Bookings must be paid for using a valid credit or debit card or via PayPal or any other payment type specified. When Your Booking is confirmed, a reservation number is given. This number must be retained for access to Your Booking details if cancellation or amendment is necessary. You will need to quote this reservation number when contacting Us.

**Prices**

All prices include VAT where applicable at the current rate / All prices are net of any Federal, State or City taxes. Prices are per room per night. Prices do not include other costs You may choose to incur during Your stay (unless otherwise stated). Prices quoted are correct (unless a pricing error occurs) only for the specific number of guests, dates, nights and rooms shown.

**Availability**

In the event that We are unable to accommodate You as per Your Booking, You will be offered alternate accommodation by Us and if there is a difference in the Price, You will be liable for the price differential. However, if the differential is less than the original value of Your Booking, a refund of the difference will be made to You.

**Arrival and departure**

Check-in times are specified on Your Booking Confirmation. Should You wish to check-in outside of the times specified You must confirm this directly with Us. In the event that You attempt to check-in outside of the stated times without prior arrangement, We may cancel the booking and retain any amounts We are entitled to retain as stated in the Cancellation Policy section of Your Booking Confirmation. The check-out time is also specified on Your Booking Confirmation.

**Cancellations & Amendments**

If You cancel Your Booking on or before the cancellation deadline specified in the Cancellation Policy section of Your Booking Confirmation (the ‘Cancellation Deadline’) a full refund will be given including any booking extras paid at the time of Your Booking.

If You cancel Your Booking after the Cancellation Deadline You will be charged the full value of the applicable Cancellation fees, as specified on your Booking Confirmation, including, where applicable, any booking extras You have pre-ordered in advance of Your stay (unless specified otherwise). You accept that We retain the right to pre-charge the applicable Cancellation fees as soon as the Cancellation deadline has passed and these become due.

Should You change the number of guests, dates, room nights or room type (“Amendment”), then the prices are also subject to change. Should You request an Amendment and should We not be in a position to accommodate Your Amendment, Your Booking will be cancelled and a full refund given to You, provided that such cancellation occurs on or before the Cancellation Deadline, failing which the terms described in this Cancellation clause shall apply.

**Payment**

The total amount payable to confirm Your Booking is quoted in Your Booking Confirmation and will be charged to Your credit or debit card or PayPal account or any other payment type offered at the time of Booking or on check-in or check-out. Your card statement will display Our trading name (which may be different to our advertised brand) as the merchant of record. All additional goods and services purchased during Your stay must be paid in full directly with Us.

**Liability**

Other than for death or personal injury caused by Our negligence or fraudulent misrepresentation, Our total liability to You is limited to the price of the Booking and in no circumstances will We be responsible to You for any indirect or special damages.

We will not be liable for failure to provide the services to the extent that the failure is caused by any factor beyond Our reasonable control. You are responsible for any damage or loss caused to Us, including any damage to Our property by Your act, omission, default or neglect and You agree to indemnify Us and You agree to pay Us on demand the amount reasonably required to make good or remedy any such damage or loss. Further, we reserve the right to terminate Your Booking immediately without being liable for any refund or compensation if You engage in unacceptable behaviour that causes a disturbance or nuisance to other guests.

**Special disclaimer**

You acknowledge the contagious nature of the Coronavirus/COVID-19, or other similar pandemic viruses, (the “Virus”) and that many other public health authorities recommend social distancing.

Whilst We have put in place preventative measures to reduce the spread of any such virus, You acknowledge that We cannot guarantee that You will not become infected with the Virus. You understand that the risk of becoming exposed to and/or infected by the Virus may result from the actions, omissions, or negligence of yourself and others, including, but not limited to, our staff, and other guests and their families.

You voluntarily seek the accommodation services We provide and acknowledge that You are increasing your risk of exposure to the Virus. You acknowledge that You must comply with all set procedures to reduce the spread while staying with Us.

You attest that:

\* You are not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or loss of taste or smell.

\* You have not travelled internationally within the last 14 days.

\* You have not travelled to a highly impacted area in the last 14 days.

\* You do not believe You have been exposed to someone with a suspected and/or confirmed case of the Virus.

\* Either You have not been diagnosed with the Virus or You have been cleared as non-contagious by Your local public health authority.

\* You are following all recommended guidelines as much as possible and limiting Your exposure to the Virus.

You hereby agree and release Us harmless from, and waive on behalf of Yourself, Your heirs, and any personal representatives, any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to Yourself and/or Your property that may be caused by any act, or Our failure to act, or that may otherwise arise in any way in connection with any services received from Us. You understand that this release discharges Us from any liability or claim that You, Your heirs, or any personal representatives may have against Us with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Us. This liability waiver and release extends to Us together with all owners, partners, and employees.

**Data protection**

We will process the information You provide to Us in accordance with the relevant data protection legislation.