

TERMS & CONDITIONS

1. SUBJECT OF THE AGREEMENT

Kuoni Travel Ltd, branch office Destination Management, having its offices at Ueberlandstrasse 360, CH-8051 Zurich, Switzerland, (hereinafter referred to as "Kuoni") offers you, the client, the opportunity to make reservations for accommodation with certain hotels as well as complementary services (such as transfers, city tours etc.) at the destinations.

Hotel accommodation and complementary services will hereinafter collectively be referred to as "Services" whereas the hotels and providers of complementary services will hereinafter collectively be referred to as "Suppliers". The Services offered are for leisure purposes only.

Kuoni provides a possibility to book all Services via the internet including the applicable rates for the Services and the cancellation policy. It is in your own responsibility to check that the booked details are correct.

Rates and Services are subject to change until your booking is confirmed by Kuoni in writing. You will be advised of any changes in a timely manner. Hotels and Suppliers invoice Kuoni and Kuoni charges your credit card according to the present terms and conditions.

The contract between you and Kuoni is established as soon as Kuoni sends you a confirmation stating our Kuoni Booking Reference Number. All booked Services have to be pre-paid in full and as long as Kuoni has not received full payment from you, Kuoni has no obligation whatsoever to provide any Service.

You as the person booking the Services accept these terms and conditions on behalf of all travellers of your party.

The onward sale of hotel rates and/or the Services on the internet, the commercial or non-commercial use or download of all or part of the content and pictures, the use of the Kuoni Logo, the Kuoni Connect Logo and the use of the Kuoni name without prior explicit written approval from Kuoni is strictly prohibited. The name Kuoni and the Kuoni logo are registered trademarks of Kuoni. Other product and company names mentioned herein may be the trademarks of their respective owners. Violation of these rules may result in legal action.

2. BOOKING & CANCELLATION CONDITIONS

2.1 Booking Method

All Services are booked by you in Kuoni's Online Reservation System. A User Manual is available in the Help Menu of the booking site.

2.2 New Booking

Your booking must have all client names mentioned in full. The client name entered first will automatically be assigned as lead name. The lead name will appear on all correspondence (e.g. Vouchers, Confirmations, etc.). The lead name cannot be modified after the booking was made. Please state all names as written in the passport to ensure a smooth check-in at the hotel or with the service provider.

For many cities in the USA, above all for Las Vegas and New York City, all client names are mandatory based on requirements of the local or national authorities. In case not all names are inserted in full, the hotel may cancel your booking without prior notification.

Please check your passenger details carefully before you process payment as incorrect details may result in cancellation of the booking.

Kindly note that for Las Vegas hotels the minimum age for check-in is 21 years. These and other booking conditions which apply for some properties will also be mentioned in the booking process. Kuoni will not take any responsibility for violation of these policies; this is fully in your responsibility.

Kuoni has the right, at its own and sole discretion, to accept or reject any booking you may place with Kuoni.

Upon booking, the booking conditions including cancellation deadline are shown to you. In case your booking is already within the cancellation deadline, kindly refer to point 2.3.

As this is no group travel booking system, no bookings for more than 9 persons are allowed. In the USA, more than 4 rooms are considered as a group and higher rates may apply or the hotel will reserve the right to refuse your booking without prior notice. In case you need assistance or clarification about this point, kindly contact our Connect Centre at connectcentre@ch.kuoni.com or T +41 848 586 642.

Bedding: Double rooms may contain only one bed. Passengers requiring separate beds should specifically request this at the time of booking. Separate beds will then be requested on your behalf at the hotel, but cannot be guaranteed. Triple and quad rooms usually contain two beds, one of which may be a roll away. The occupancy of a room is defined by the number of paying adults and not by the actual bedding. Rollaway beds are usually available at an extra charge, payable directly to the hotel and cannot be guaranteed. Neither Kuoni nor the hotel will guarantee one bed per person in doubles, triples and quads.

Child policy: The policy varies from hotel to hotel and is clearly indicated when you get an availability in the system. This strictly requires that children of all ages are stated in the availability request as in case you report us at a later stage that this booking is inclusive of children, the booking is not guaranteed anymore as the hotel may not be able to provide a room that can accommodate children or that the rate may change.

Special requests: Need to be clearly indicated at the time of booking. Kuoni will inform the hotels of such requests, but neither Kuoni nor the hotel can guarantee a request. Note: many hotels enforce a strict Non Smoking policy, which invalidates any request for a smoking room.

Room Blocks: Kuoni is holding room blocks at the hotels published in this online booking site. Your booking is electronically released to these suppliers prior to arrival (approximately one week or less). Should you contact hotels directly for a reconfirmation prior to the release of the electronic rooming lists, your booking might not be on record yet. This is best practice and no need for you to contact the Connect Centre.

Local Services: Can be provided in conjunction with a hotel reservation only. Prices do not include tips (gratuities) to drivers and guides, unless otherwise specified.

Check-In Time: Varies from hotel to hotel but usually is not before 3 pm. Requests for an early check-in can be submitted but will not be confirmed and depend on the availability on the day of arrival.

2.3 New Booking within the Cancellation Policy

In each Service available, the system displays to you the cancellation conditions which apply for this Service. In case the cancellation conditions already apply for a service you want to book, there will be a warning informing you that if you proceed, you can not cancel free of charge anymore. By acknowledging the warning you confirm that you are aware that in case you confirm the booking and then cancel, charges will apply.

2.4 Modification of an existing booking

Once a service is booked, it can not be modified in any way. If a different number of nights or rooms is required, the client needs to cancel the existing booking and to make a new booking for the now required number of rooms and nights. The cancellation conditions will apply as mentioned in chapter 2.5, 2.6 and 2.7 and the Credit Card will be refunded based on that. For the new booking the rates may vary from the initial confirmed rate, this is out of control of Kuoni and Kuoni will not be liable to cover any rate difference.

2.5 Cancellation before the Cancellation Deadline

Cancellation is allowed without penalty for all bookings before the cancellation deadline. Kindly do not cancel a hotel/service directly with the Supplier as the contract is between you and Kuoni. If you cancel directly with the Supplier such cancellation is not effective vis-à-vis Kuoni and no refund might be granted.

2.6 Cancellation of Bookings after the Cancellation Deadline & No Show

Unless otherwise specified in the booking conditions, a minimum cancellation charge of one night will apply for each booked room. For specific periods a higher charge up to full stay charge may apply. The exact cancellation deadline and other conditions are clearly stated in your booking conditions which you will see before you process payment of the booking.

2.7 Unused Services including Early Check-Outs

Generally, Services are non-refundable after check-in, also if only partially used. No third party (this includes Hotels and other suppliers) are authorized to make representations of any kind on Kuoni's behalf. This includes full or partial refunds as well as waiving of no show charges. Any claim in such a case must be made following the procedure described under paragraph '6. Complaints / Claims'.

3. GENERAL CONDITIONS

Prices are per room/service and in the currency you have chosen.

Rates include: Room charge, local taxes and service charges. If indicated breakfast or other meals.

Rates exclude: Porterage, tips, expenses of personal nature such as: laundry, mini-bar, phone calls, etc. The use of other facilities like a gym, equipment rental, car parking or similar may be subject to a fee and need to be paid on spot.

It is best practice that hotels will ask you at check-in to leave a Credit Card deposit to cover any incidental charges. This does not mean that the room charges are debited to your Credit Card and therefore it is not needed to contact our Connect Centre if the supplier does so. Some hotels may accept a cash deposit on spot instead, but this cannot be guaranteed.

Room upgrades or change of breakfast as well as lunch or dinner services have to be arranged and paid by you on spot. Kuoni is not liable for any extensions or changes to the services, other than covered by the voucher.

4. VOUCHER

Once your payment has been processed Service Vouchers can be printed either on our booking website, sent to your e-mail or printed later on the booking website under 'My Booking'.

5. EMERGENCY SUPPORT

For the unlikely case that you would be refused at check-in, kindly contact our Connect Centre immediately which will assist you and try to solve the matter at your convenience. For your security, all receipts and/or proof of payment must be collected and submitted to Kuoni for a claim and request of refund or adjustment.

In case you do not contact the Connect Centre, you may not be refunded for any actions from your side as Kuoni was not given the chance to solve the matter and it may be that late cancellation or no-show charges apply.

6. COMPLAINTS / CLAIMS

If you have a complaint regarding the Services, you must bring this to the attention of the Supplier's management as soon as the lack appears. In case the Supplier is not resolving the issue at your satisfaction during your stay, we kindly ask you to get a written proof from the Supplier that the issue was reported on spot and not resolved.

Kuoni only accepts complaints / claims that are sent in writing to its Connect Centre and which are accompanied by a written proof that the lack was reported on spot to the Suppliers' management. Complaints / claims must be sent to Kuoni by e-mail to fit.customerservice@ch.kuoni.com latest 28 days after your check out or service date. Claims arriving later than this will be rejected. Please make sure to submit all documentation supporting your claim.

Kuoni will get back to you within 21 days after your written complaint was received.

7. KUONI'S LIABILITY

The liability of Kuoni to you and the members of your party (if any) is limited to the value of your booking with Kuoni to which your claim relates, except for Kuoni's liability for personal injury or death where there is no limitation. Kuoni shall only be liable for damages caused by gross negligence or wilful misconduct but not for any slightly negligent act or omission. Kuoni shall in no event be liable for any consequential, incidental, indirect, special or punitive damages whatsoever. However, the foregoing liability disclaimer does not affect your statutory rights that cannot be excluded under applicable law.

Kuoni has no responsibility for losses or accidental expenses due to delay or changes in transport schedules, defaults or overbooking by airlines, sickness, weather, acts of god, strikes, war, quarantine or any other causes that are beyond Kuoni's control. All such losses or expenses are your responsibility and you also bear the risk of loss of all your personal possessions; Kuoni is not responsible for damage and/or theft of your personal valuables or belongings during your travel. Kuoni strongly recommends you to take out appropriate private insurance prior to your trip.

8. YOUR RESPONSIBILITY

Travel documents, including visas, as well as the compliance with custom regulations, are in your own responsibility. Kuoni shall not be liable for costs incurred by passengers not carrying proper travel documentation.

In case you or members of your party behave in an inappropriate manner or cause damage, distress, offence or injuries to others or if your actions risk damage to persons or property of others including the Supplier or third parties, you will bear the full consequences and costs of eventual actions taken against you by Kuoni, the Supplier or legal authorities and you are not entitled to any refund of losses or costs that may derive from your actions. Inappropriate manner includes, among others, drunkenness, drug abuse, lodging prostitutes in the hotel room and malicious damage. Should Kuoni be held liable for any costs, damages, fines, fees etc. as a consequence of your actions by the Supplier or third parties (including legal authorities) you shall fully indemnify and hold harmless Kuoni from any of such claims (including legal fees incurred by Kuoni in order to defend itself).

9. MISCELLANEOUS PROVISIONS

These terms and conditions and your booking are subject to Swiss law to the exclusion of (i) international conventions, including the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980, and (ii) conflict of law provisions and principles.

Zurich, Switzerland, shall be the exclusive place of jurisdiction for any dispute, controversy or claim arising out of or in relation to these terms and conditions and your booking.

All Services are provided subject to the local laws and regulations of the country in which they are provided and to the conditions (e.g. house rules) specified by the relevant Suppliers.

These terms and conditions contain the entire agreement between Kuoni and you relating to the subject matter hereof, and supersede any prior understanding or agreements regarding the subject matter, and may not be amended or modified except in writing.

If a provision of these terms and conditions is or becomes null and void, unlawful or unenforceable for whatever reason, the validity of the remaining provisions will be unaffected, and the respective provision must be replaced with a different valid, lawful and enforceable provision that is as close as possible to the original purpose intended by the parties.

These terms and conditions are subject to change without prior notification.

Zurich, April 15, 2009
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