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Distribution  
System

Bringing you the world

<p align="center"><b>Global Distribution System</b>  <b>4 Stefan cel Mare street,</b>  <b>Iasi, 700124</b></p> <p>Registered Company Name: Smart Travel  Registered in Romania under  company number J-22-2181-2004  VAT:RO 16843981  Registered Office: <b>4 Stefan cel Mare street,</b>  <b>Iasi, 700124("GDS")</b>  <b>www.gds.travel</b></p>	<p align="center"><b>FIT Sales:</b></p> <p>Tel: 00 40 232 406 219  Fax : 00 40 232 406 218  Email: fit.sales@gds.travel</p> <p align="center"><b>Accounts:</b></p> <p>Tel: 00 40 232 406 219  Fax : 00 40 232 406 218</p>
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**FIT SALES GENERAL TERMS AND CONDITIONS**

<b>Company Name:</b>	
<b>Registered Company Name:</b>	
<b>Registered Company Address:</b>	
<b>Billing Address (if different to Registered Company Address):</b>	
<b>Company VAT Number:</b>	

("the Company")

<b>Telephone:</b>	
<b>Fax:</b>	
<b>Email:</b>	
<b>Website Address:</b>	
<b>General Manager:</b>	

<b>Countries of Company's Sales Operations (list all countries as applicable) ("Territory"):</b>	
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<b>Company's Floating Deposit/Bank Guarantee (if applicable):</b>	
<b>Security: Cash /Credit Card Prepayment (if applicable):</b>	
<b>Time for payment of GDS's invoices (if not Prepayment 7 days from the end of previous month's invoices):</b>	
<b>GDS Bank Account for Payment:</b>  <b>Banca Transilvania</b> <b>LEI : RO60BTRL02401202T28476XX</b> <b>EUR : RO35BTRL02404202T28476XX</b> <b>GBP : RO10BTRL02407202T28476XX</b>  <b>Raiffeisen Bank</b> <b>LEI : RO93RZBR0000060005503663</b> <b>EURO: RO64RZBR0000060005506513</b> <b>GBP : RO77RZBR0000060013926073</b>	<b>As per invoice</b>

**Name of GDS facilitator of Agreement:**

**Simona Fedorciuc**

**Name of Company Manager**

**SMART TRAVEL LIMITED**  
**BOOKING TERMS AND CONDITIONS OF USE FOR**  
**GDS ONLINE BOOKING SYSTEM**  
**Effective from August 2011**

**Part 1: General Booking Terms and Conditions**

In using our systems you accept and agree to the terms and conditions contained within this document. This web site is provided by Smart Travel Limited ( "We", "Us", "Our") to provide you with Travel information (or) to assist you in determining the availability and range of travel related goods and services and to enable you to make travel related bookings on line. You agree to use this web site to purchase travel services on your own behalf and/or on behalf of your customers; you agree that you are not acting and that you are not holding your self out as acting as an Agent for Smart Travel Ltd in the process; and you agree that you are purchasing from Smart Travel Ltd on a principal to principal basis.

**Systems Access**

- Access to the systems is strictly controlled and monitored by Smart Travel. Internet access codes are issued by Smart Travel and may be withdrawn at any time. The agreement for access is directly between Smart Travel and your company. Any instance of disclosure of access codes to third parties including representatives and affiliates is strictly forbidden and may result in the complete termination of your account. Access to and use of the system is only permitted providing that your financial account is up to date and consistently maintained in good order.
- Access to our systems may be suspended once your account exceeds your monthly credit limit. Further bookings will only be accepted once payment has been made. You are fully responsible for payment for all bookings made under your Internet access codes.

**Booking Policy**

- Reservation requests through our systems are treated as offers to enter into legally binding contracts, which are only deemed to have been accepted by us when we have transmitted our confirmation to you. All contracts with us are subject to these terms and conditions. If you breach the terms of other agreements with us, for example your confidentiality agreement, we shall have the right to terminate this agreement with you.
- We will not honour any rate you claim to have obtained by telephone. The applicable price will be that shown at the time of confirmation subject to Clause 2.4 below.
- We reserve at our absolute discretion the right to cancel bookings made in GDS online reservation system if they appear to have been made for the purpose of "holding space" for future sale or otherwise made in bad faith or contrary to this agreement.
- If a hotel is shown as AVAILABLE on the system, you will usually be able to book this hotel and receive immediate confirmation of your booking. If a hotel is shown as ON REQUEST then we will need to check the availability of this hotel and this will be shown as pending.
- Special requests can be made to hotels, such as for "non-smoking", "adjoining" or "interconnecting" rooms, but we cannot guarantee that these requests will be fulfilled.
- Disabled rooms usually have wheelchair access but do not necessarily include features for the seriously disabled.
- Triple and quad rooms may consist of twin or double bed/s plus extra beds, or two double beds. Most hotels do not have one full sized bed for each guest in their triple or quad rooms.
- If you wish to add nights to confirmed bookings, you must modify the original booking; you must not book the extra nights as a new item.
- The earliest check-in time at most hotels is 14:00 hours and check-out time is usually 12:00 hours but customers must confirm this on arrival at the hotel.
- We guarantee only the first night of a booking (unless otherwise advised at the time of confirmation).Hotels may release rooms if the customer has not arrived by 05:00 hours (local time) following the arrival date
- It is your clients responsibility when making a booking to ensure the correct service: hotel and room type, dates & passengers is booked subject to requirement.
- Access to our product is available to you for making legitimate bookings only.
- You accept financial responsibility for all transactions made under your name.
- You accept to give us accurate information on all passengers travelling within your booking.
- Accommodation and services provided are only for the use of passengers shown on the client invoice. It is prohibited for the passenger(s) to sub-let, share or transfer any part of the booking to a third party other than that shown on the Booking Status Advice.
- **IT IS YOUR RESPONSIBILITY TO CANCEL OR AMEND THE BOOKING BEFORE THE CANCELLATION DEADLINE TO AVOID CANCELLATION / NO SHOW CHARGES. Smart Travel will charge you for any late cancellation/no show.**

- **If a test booking is made at a hotel and not cancelled we reserve the right to make a full charge for the entire booking as penalty for disregarding our policy.**
- As soon as Smart Travel confirms a reservation to the Client it is a definite booking and we do not require a reconfirmation from the Client. It is the Clients responsibility to cancel this booking if it is not required. If services are not cancelled the Client will incur charges accordingly
- Clients receive confirmations for all bookings with a reference number this must be used in all future correspondence
- In the event of duplicate bookings there may be charges for all identical confirmed bookings. GDS Online Reservation System will endeavour to minimise the charges but can not guarantee to waive the charges
- We have the right to cancel any booking, in case of an error or a mistake made by us or the hotel regarding an allocation or a booking in which case we will not be obliged to pay you any compensation other than to refund any sums paid by you to us for such booking.

### **Electronic Booking Process**

The electronic process for making new bookings, modifying or cancelling existing bookings must be followed to ensure that we receive all your requests. If you do not follow the correct process, Smart Travel may not receive your request and will not accept responsibility for any request you claim to have made.

#### • **Smart Travel Booking**

When you click on "Complete" on the "Complete booking" page, we will verify the booking details, check the availability and process the booking. A booking reference number will be generated. If you do not see a page headed "Booking completed" showing the booking reference number, it is your responsibility to check the status of the booking with us. This may be caused by system failure, Internet speed issues or other reasons.

#### • **Cancellation**

When you click on "Cancel" on the "Cancel booking item" page, Smart Travel will process the cancellation request.

If you do not then see a page headed "Cancellation confirmed", it is your responsibility to check the status of the booking with us. This may be caused by system failure, Internet speed issues or other reasons. We will accept that a booking has been cancelled only after the message "This booking has been cancelled" has been displayed.

### **Cancellation Policy**

- As a general rule, the system is locked against cancellations and modifications 48 hours before the date of arrival, or whatever is advised at the time of booking. You will be advised at the time of booking of the exact system cancellation policy for that booking.
- Office hours are daily except public holidays, from 09:00 hours until 18:00 hours. Communications received outside office hours will be deemed to have been received at 09:00 hours the next working day.
- Cancellations / modifications required after the system has been locked must be made in writing and sent by email / fax to us. We will send you confirmation of your cancellation or modification. Without the confirmation, you should not assume that the booking has been cancelled or modified. It is your responsibility to obtain cancellation confirmation from us. Failure to do so will result in 'no show' charges being raised.
- Hotel booking cancellations, except for trade fair periods, must be received by Smart Travel at least 24 hours prior to check in time.
- Bookings cancelled after the cancellation notice period will be subject to a minimum cancellation charge of one night, up to a maximum of the entire booking depending on the cancellation charges passed on to us by the hotel.
- Bookings made during trade fair periods or special events may have different cancellation policies which will be advised to you at the time of booking. Some bookings may not be cancelled once confirmed without incurring cancellation charges. We will advise you of this before your booking is confirmed.
- If any part of a stay falls in a trade fair period, the special conditions and related charges will be applied to all nights booked.
- If your customer claims to have cancelled a booking directly with a hotel, a minimum of one night's charge will be levied if the hotel subsequently raises a cancellation charge to Smart Travel
- If you do not receive this notification within 24 hours (working days) please check that we have received your cancellation request. Without our confirmation you cannot consider the booking or part thereof as cancelled. Charges may therefore apply.
- Any cancellations that are made directly with the hotel by the client or the customers of the client are not considered valid. The client should make all the cancellations or amendments and/or early check outs with GDS Online Booking System authorisation
- No liability for variations or modifications made directly with Hotels will be accepted by Smart Travel unless clients have it in writing from the hotel.

## Vouchers

- Vouchers can be emailed or printed from within our site. You can also issue vouchers on your own headed paper. If you choose to do so, your voucher must clearly state any information as prescribed by Smart Travel from time to time such as the Reference numbers, booking supplier, etc.
- We permit you to use your Trade Mark (for example, your logo) on the vouchers. In doing so, you warrant to us that: (i) you either own, or have a valid licence to use, the Trade Mark on the voucher; and (ii) that the use of the Trade Mark will not infringe the intellectual property rights of any third party.
- You shall indemnify Smart Travel on demand from and against all liabilities, losses, damages, costs and expenses (including reasonable legal fees) in relation to any claim brought against us as a result of your use of the Trade Mark on a Smart Travel voucher infringing a third party's intellectual property rights.
- We will invoice you for the number of nights stated on your voucher or on the hotel's invoice to us (whichever is the greater) regardless of the number of nights actually used by the customer.
- In the event that a customer checks out of a hotel before the scheduled departure date, the customer must obtain written confirmation of the departure date and time from the hotel. This document is only proof of early departure and does not guarantee that there will be no charges. Most hotels will charge for all the nights originally booked during busy periods. In order to claim a refund, this signed document must be sent to Smart Travel within 28 days of departure. No refund requests will be considered without the signed document from the hotel or following the expiry of the 28 days since departure period.
- If a hotel provides us with your booking voucher and an invoice for a booking that was made and subsequently cancelled, or no booking was made in the first place, or made for a different number of nights or rooms than booked with us, we will pay the hotel and invoice you in full.

## Rates & Charges

- Rates are confidential and must never be disclosed to any third party. All rates are valid for the leisure market only. We will not accept responsibility for any booking if it transpires that your customer is not travelling for leisure purposes. Service providers may refuse to honour our contract rate and charge a higher rate to the customer directly. We shall not be liable to you or to your customer for any such rate increase
- Any instance of rate disclosure or abuse of market conditions will result in access to the GDS Online Booking System being denied, and the cancellation of all reservations held.
- In all circumstances you will be invoiced at the rates valid at the time of confirmation. Name changes and amendments may result in the price being recalculated.
- We reserve the right to amend all prices, even after confirmation, in the event of changes in government taxes or currency fluctuation of 3 % or more.
- Unless otherwise stated, quoted rates are per room and are inclusive of service charges and government taxes. The applicable currency is displayed. Where different prices are charged for different days of the week, the days on which rates apply are shown against each rate period.
- Trade fair prices shown in our tariff will supersede prices outside trade fair periods.
- Special events, for example religious holidays, New Year and major sporting events, may attract higher prices in some cities. These are not strictly trade fairs but during these periods our rates may be close to or even above the hotels published rates.
- Some hotels have floating published rates that change daily. We will not pay refunds or accept as a reason for non-payment that our rate was, on the day, close to or above the hotel's published rate.
- Smart Travel will not be responsible for customers' personal hotel charges. Most hotels require a major credit card to be provided upon check-in to cover incidentals. In the absence of a credit card, a cash deposit may be required. All extras incurred by customers must be paid directly to the hotel before their departure.

## Payments

Your payment type and terms are subject to one of the following as agreed:

1. Floating Deposit/Bank Guarantee
2. Pre-Payment

### 1. In case of Floating Deposit/Bank Guarantee:

- Invoices will be issued once voucher has been issued.
- Payment in full for the previous calendar month's invoices must reach us within 7 days from the end of previous month. A full breakdown of your payment must be forwarded at the same time to our accounts department.
- All invoices must be paid in full. Deductions are not permitted and any rights of set off are specifically excluded. If there is a bona fide claim against any invoice for whatever reason, you must inform us of the full details in writing within 20 days of the date of invoice. Claims made after this period will not be considered by us

- If payment is not received upon the due date in accordance with these conditions, we reserve the right to:
  - a) suspend your access to our systems; and/or
  - b) terminate with immediate effect any or all contracts with you at our discretion; and/or
  - c) demand prepayment for existing bookings as a condition of their not being cancelled; and/or
  - d) charge interest on a daily basis at a rate of ten percent per annum calculated on the total amount of each outstanding invoice from the date of issue, until the date of payment together with all costs (legal or otherwise) and expenses incurred by us or on our behalf in the collection of any overdue amount.
- ALL payments made to Smart Travel must be accompanied by a remittance advice clearly listing the invoice numbers and amount being paid per invoice. Any invoice not being paid in full or part thereof must be queried within 28 days of the date on which the invoice was issued. A full explanation stating the reason for the underpayment and documentary evidence to support the clients claim must be sent.
- Should a client have a dispute with a particular invoice, this is not sufficient reason to delay or withhold payment of any undisputed invoices. Failure to settle undisputed invoices may affect future bookings.

2. In case of Pre-Payment Agreement:

- You will prepay all your reservations before cancellation deadline with your company credit card. Prepayment is mandatory and part of the booking procedure.
- In certain cases (inclusive of group and special events arrangements) full or partial prepayment might be required via a bank transfer. In case of approved refunds, the approved refund amounts will be loaded to the agent's credit line on the system, and can be used for payment of future bookings in amounts not exceeding the credit limit, at any particular time of request to issue voucher.
- ALL bank charges and costs of transmitting payment must be borne by the client, including intermediary bank charges where applied.

**Complaints**

- Complaints should be brought to the attention of the hotel or other service provider on the spot. Any complaint about the accommodation or other service should be directed to the hotel or other service provider. The only complaints that may be sent to us should be those connected with our service. We will not, in any event, handle any complaint that was not brought to the attention of the hotel or other service provider at the time of the service and we will not deal with any complaints received more than 7 days after the event.
- Occasionally hotels schedule closures after bookings have been taken. We will advise you of any such closures as soon as we become aware of them, and whilst we may assist you in finding alternative accommodation, we will not be responsible for finding alternative accommodation, nor will we be responsible for any differences in price between the original hotel and the new hotel.
- Hotels undertake renovations. We will not accept requests for refunds or complaints if a hotel is carrying out renovations that we were not aware of, nor if the work is not finished.

**Further to this please refer to the following guidelines:**

**Client charged locally**

- Where direct charge(s) have been made by the Hotel, which are only those included in the booking as invoiced, we will require a copy of the receipt or bill from the hotel. This is to be sent to [complaints@gds.travel](mailto:complaints@gds.travel). Please check and advise that the clients were in possession of a voucher and that this was presented to the hotel at check in. Please provide a copy of the applicable voucher.

**Delays at check in**

- Please ask your clients to specify:
  1. Their time of arrival
  2. To advise length of delay prior to being allowed to check-in?
  3. Were they in possession of a voucher and was this presented at check in?
  4. Did the hotel give any reason(s) for the delay?

**No Reservation**

- Were they in possession of a voucher and was this presented at check in?
- What reason did the hotel give for not having the reservation?
- Did the hotel provide transfers to an alternative hotel if applicable? If additional charges were incurred please

provide applicable receipts or bills. These are to be sent to our Customer Services department.

- What was the name of the hotel the client finally stayed in?

**Voluntary change of hotel by client**

- The client will be responsible for all charges in this case

**Quality & Standard**

- Please ask the client to list these issues and it is important that these are very specific
- Please provide photographs if available
- Did the client complain directly to the hotel and is so to whom (this is strongly advised)?
- What action did the hotel take?

**Force Majeure**

- We regret that we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by force majeure.
- Force majeure means any event, which Smart Travel or the supplier of the service(s), even with all due care, could not foresee or avoid. Such events may include war or threat of war, riots, civil strife, terrorist activity, industrial disputes, extreme weather conditions, natural or man made disaster, fire, technical problems to transport and all similar event outside our control.

**Logins & Passwords (GDS Travel Online Booking System only)**

- All logins and passwords remain the property of Smart Travel. They are strictly confidential and should only be given to members of staff who need access to the GDS Online Booking System.
- Smart Travel reserves the right to periodically change logins and passwords. It is the clients responsibility to advise us immediately if a staff member who has access to the GDS Online Booking System has left the company. We will cancel the existing login and password and reissue accordingly. If Smart Travel has not been advised and bookings/cancellations are subsequently made, this will be the responsibility of the client

**Disclaimer**

- Our reservations, marketing, sales, editorial and technical executives do everything in their power to ensure that all information contained on this site or provided within the static data (API) is accurate and up-to-date. In the event of errors or omissions, Smart Travel Ltd cannot be held responsible. Your use of the GDS Online Booking System site indicates that you accept this limitation on responsibility
- Smart Travel is not responsible for providing information on the laws and immigration/visa requirements of any Country.
- Smart Travel Ltd welcomes news of any errors that you might find on our site pages. Please do not hesitate to contact us at [errors@gds.travel](mailto:errors@gds.travel)

**Termination of the agreement**

- Without affecting our other rights under this agreement, we may terminate this agreement on immediate notice if you:
  - fail to pay any sum due under this agreement; and/or
  - breach any of your obligations and fail to cure such breach within 7 days of receiving notice from us specifying the breach; and/or
  - go into compulsory or voluntary liquidation; and/or
  - have an administrator appointed or if a receiver, administrative receiver or manager is appointed over any part of your assets or business; and/or
  - cease or threaten to cease your business; and/or
  - cease to have any trade membership or licence which you had at the commencement of this agreement.

**Liability**

- We act only as a re-seller and not as an agent in making arrangements for hotels and other services for you and your customers, and do not provide, or in any way control, any of the hotels or other services you book. Accordingly we shall not be liable to you or your customer for any injury, illness, loss, damage, accident, theft, delay or any other irregularity that may arise directly or indirectly out of any actions of hotels, other service providers, company or person rendering or providing services reserved through us or in connection with the customer's stay at the hotel.
- We shall not be liable to you or your customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the terms of this agreement, for loss of profits or business (whether direct or indirect), anticipated savings or any incidental or consequential loss or

damage, costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence or breach of statutory duty of Smart Travel or its employees) which arise out of or in connection with services provided by us including, but not limited, to a booking or the resale of a booking by you.

- Our aggregate liability to you or your customer in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement will in no circumstances exceed the price paid for the booking at the date of the claim in respect of any event or a series of events.
- Nothing in this agreement limits or excludes our liability for death or personal injury resulting from our negligence; or for any damage or liability incurred by you and/or your customer as a result of fraud or fraudulent misrepresentation by us.
- Smart Travel accepts no liability for changes in prices made subsequent to online bookings.
- Smart Travel accepts no liability for losses caused as a result of credit card fraud. Any charges which are due and payable whether or not as a consequence of fraud will remain payable by you.

### **Data Protection**

- We take the issue of data protection very seriously. Our policy is set out in our privacy policy. So that we may comply with our obligations under applicable data protection legislation, we require you to read and agree to our Privacy Policy as set out in Schedule 1. before providing us with any information about you or your customers

### **Hotel Facilities**

- You acknowledge that the availability of the facilities and features listed for each hotel are under the direct control of each hotel and as such Smart Travel cannot be held responsible if those facilities or features are not made available to you during the period of the hotel stay. If a facility or feature is of particular importance to you, then you should check with us or the hotel (we accept no liability if you contact the hotel directly) that this facility or feature will be available during your dates of stay. Please note that, in particular, swimming pools and air conditioning may only be available seasonally and it is your responsibility to check that these facilities will be available during the dates of your stay.

### **Hotel Categories & Room Types**

- Photographs and images can be an indicative and/or generic representation of our product. In the case of room types it is important that you are aware of the exact room type booked. Smart Travel Ltd makes every effort to ensure images used are indicative of the product being sold and are up to date, however we cannot guarantee their accuracy. Photos are not necessarily the specific rooms allocated to guests and could be of different room types than that booked, e.g. standard, superior, deluxe etc
- Smart Travel will endeavour to provide the room type(s) booked, however there may be occasions when instead of a double-bedded room a twin may be allocated instead. We will guarantee the room will be suitable for the number of guests booked.

### **Star Ratings & Accommodation Types**

- Each supplier undertakes its own categorisation of properties, which represents our view as to relative quality. These may differ from those published.
  - Furthermore the application of star ratings may vary in quality from country to country and should not be relied upon alone to indicate the quality of the accommodation. The type and size of rooms provided by a hotel (such as single, double) may also vary from country to country. It is up to you to independently check that the type of the accommodation and services provided by each hotel meets your needs. An example of each room type is outlined below and these are guidelines only.□
1. Twin room Accommodation for two adults in a room with two beds. Bed sizes for this room type are usually "twin" in European hotels and "queen" in North America.
  2. Double room Accommodation for two adults in a room with one bed or sometimes two beds made up as one.
  3. Single room Accommodation for one adult in a room with one bed
  4. Double/Twin room for sole use Accommodation for one adult in a room with one or two beds. This room type is suitable for accommodating one person only.
  5. Triple room Accommodation for three adults in a room with two or three beds. Bed sizes and arrangements may vary. A Triple room does not guarantee three separate beds. This may include a rollaway bed.
  6. Quad room Accommodation for four adults in a room with two, three or four beds. This may include rollaway beds. Arrangement of beds may vary considerably

7. Double/Twin + 1 child Twin or Double room (based on 2 full paying passengers) with an extra bed or rollaway suitable for a child ages & rates as per details on our Online Booking System.
8. Double/Twin + 2 children Twin or Double room (are priced based on 3 full paying passengers) with extra beds or rollaway beds suitable for children ages & rates as per details on our Online Booking System.
9. Cot/cradle or crib This service is on request and suitable for a child under the age of 2 years; a charge may be made locally by the hotel.
10. Disable room facilities are subject to availability and should always be on request

### **Child Policy**

- Where applicable, child discounts apply to the first child sharing ONLY. An additional child sharing is charged at the adult rate.
- Please note: UK ONLY- Infants and children are not permitted under any circumstances to share a bed with an adult.
- Where child sharing is free of charge child breakfast is not included

### **Confirmations**

- It is the responsibility of the client to check all details of our booking confirmations, amendments & cancellations.
- Smart Travel needs to be informed immediately of any errors, as we cannot guarantee to be able to make corrections at a later date.

### **No Shows**

- Where a passenger does not utilise their booking or a cancellation request is received after the check in time then a No Show charge will be applied and charged at the same rate as late cancellations.

### **Change of hotel booking by client/guest**

- Please note that a voluntary change of hotel by a client/guest depending when this change is made, may incur late cancellation charges from the original hotel

### **Change of hotel by Smart Travel**

- This is based on the EU Package Travel, Package Holidays and Package Tours Regulations and furthermore where there is a contractual dispute with a hotel and the booking cannot be honoured, Smart Travel Ltd will provide the option of:
  - Receiving an alternative hotel of equivalent or superior quality within the locality of the original hotel booked.
  - Cancelling in which case you will receive FULL refund of all monies relevant to the hotel for the booking in question provided that cancellations are received before cancellation time limit.
  - On spot relocations Clients must notify us immediately in the event of any discrepancies on arrival. Refer to our contact details. Failing to inform Smart Travel may affect future complaints or any compensation settlement.

### **Special Requests**

- Smart Travel will do their best to honour Special Requests, however these are not guaranteed and do not make up any part of the booking as detailed on the client invoice

### **Trade Fair Periods**

- Trade fair rates may be higher than the hotels published rack rate.
- Blocking space over trade fair periods in the hope of future sales is not permitted. We will cancel any and all bookings that we reasonably deem to have been made for this purpose.
- During some Trade Fairs, Exhibitions, Sporting Events etc. prices may be above rack rates.
- Should any such date periods change or new rates apply these will be confirmed at time of booking and invoiced at the applicable rate. You must therefore check with your client to pay the increased price. If not you should cancel or amend the booking.
- Some hotels may stipulate that bookings during Fair periods or high season are for a minimum stay. Once accepting the booking you will be liable for all the nights whereby no refund will be given. If cancelling or departing earlier full charges will apply.

### **Changes to Terms & Conditions:**

- Smart Travel reserves the right (unless previously agreed in writing) to change or update these terms and conditions without prior notice. This will not affect existing bookings unless stated above (in particular changes to Government Taxes or similar). The latest version will always be available on the system and by



using the site and accessing our product by any means you are accepting the latest version available (This is dated top left of each & every page). Those not having access to the GDS Online Booking System will be advised accordingly.

**Name of GDS facilitator of Agreement:**

**Simona Fedorciuc**

**Name of Company Manager**