

ACCOMMODATION BOOKING – TERMS AND CONDITIONS

1. General

Please note these Booking Conditions only apply to accommodation only services booked by the Travel Convention delegates through the Travel Convention website where ABTA Limited (“ABTA”) act as agent and Sunvil International Sales Ltd (“Sunvil”) act as principal. Sunvil will not be liable whatsoever for any other service or ancillary products booked through ABTA or via the Travel Convention website.

Please read these Booking Conditions carefully as, together with the specific information relating to your confirmed accommodation, they form the basis of your contract with Sunvil.

In these Booking Conditions, the following words have the following meanings;-

“we”, “us” and “our” means Sunvil acting as principal for the provision of accommodation only.

“you” and “your” means the Travel Convention delegate making the booking through ABTA acting as agent and everyone else named on the booking (including anyone added or substituted at a later stage) or any one or more of them, as applicable.

“lead name” means the person who makes the booking.

“booking” means the booking you make via ABTA acting as agent of Sunvil

“accommodation provider(s)” means the owner(s)/provider(s) of the hotels featured on the Travel Convention website.

“accommodation” means the hotels featured on the Travel Convention website including all facilities and ancillary services advertised in relation to your confirmed accommodation or which we have otherwise expressly agreed to book for you in connection with your confirmed accommodation.

“arrival date” means your arrival date at your accommodation or, where you book more than one, your arrival date at your first accommodation unless otherwise stated.

“balance due date” means the date of booking.

2. Important Note

Your contract for the provision of your confirmed accommodation will be with Sunvil (company registration number 00984970) with the registered office address of Sunvil House, 7-12 Upper Square, Old Isleworth, Middlesex, TW7 7BJ, England

3. Other Services.

You can only book accommodation with us. If you book any other services (such as a flight or car hire), those other services will be provided by and be subject to a separate contract with the supplier, tour operator or other third party who has agreed to arrange or provide the same. We do not act as agent for any such supplier, tour operator or other third party and have no involvement in, control over or liability whatsoever for those other services, suppliers, tour operators or other third parties.

4. Contacting Us

Where we refer in these Booking Conditions to you contacting us for any purpose (regardless of the words used– for example “e-mail us”, ‘notify us’, ‘advise us’, ‘give us’, etc.) this means you must contact us via e-mail using the e-mail address moreinfo@thetravelconvention.com. By making your booking via the internet, you authorise us to contact you in relation to your booking using the e-mail address you provide when making your booking (or any other you provide in place of this). You must accordingly check your e-mails on a regular basis. Not all communications can go by e-mail. We may also contact you by post if we cannot, for whatever reason, contact you by e-mail. References in these Booking Conditions to “send” includes e-mail and post, as appropriate.

5. Your Contract

When you book accommodation, we will send you an e-mail confirmation of your booking subject to prior receipt of all applicable payments and your chosen accommodation being available. Prior to sending you confirmation, we may send you an acknowledgement of your booking. Any such acknowledgement simply confirms that we are dealing with your booking and is not a confirmation of it. A binding contract comes into existence between you and us when we send you the email confirmation of your booking. The date of the contract is the date that appears on this confirmation e-mail.

6. Your Confirmation Invoice

It is important to carefully check the details of your booking as soon as you receive your e-mail confirmation and let us know immediately if any information appears to be incorrect or incomplete. If you want to cancel or change your booking later, you may have to pay amendment or cancellation costs (stated below) which may be as much as the total cost of the booking.

7. Responsibility For Your Booking

Each delegate shall be responsible for his or her own booking and for making all payments in accordance with these Booking Conditions. The delegate should be at least 18 when the booking is made. We will send an email confirmation invoice to each delegate. Should you wish to make an amendment or cancel your booking, we must receive notification of this by email. This notification must come from the delegate whose name is on the confirmation invoice.

If the delegate is not aged 18 or over when the booking is made and we agree to accept the booking, the parent(s) or guardian of the delegate must email us agreeing to accept responsibility for the booking and all payments due.

8. Travel Insurance

It is a condition of this contract that you have adequate travel insurance. It is your responsibility to arrange this. The insurance should cover, amongst other things, the cost of cancellation by you, all medical costs and the cost of assistance including return to the UK in the event of an accident or illness. Please read your policy details carefully and take them with you to the Travel Convention. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

9. Payment

You must pay the total cost of your booking when you book.

Payment may be made by MasterCard, Visa, Amex, Delta visa, Switch/Maestro cards. We use sophisticated technology to secure your credit card details. Payment for incidental extras (e.g. mini bars, telephone charges etc.) must be made directly to the accommodation provider when you check out.

The price of your confirmed booking is subject at all times to cost changes arising from government action such as changes in VAT, taxation or any other government imposed changes; and to changes in the currency exchange used to calculate your arrangements any or all of which may result in a variation of the price of your arrangements. Sunvil reserve the right to apply any such price increases between the date of booking and the convention.

10. Special Requests and Medical Problems/Disabilities

If you have any special requests (for example dietary requirements, cots or room location), please let us know by completing the special requests field at the time of booking or by email. We will pass on all such requests to the relevant accommodation provider, but unfortunately neither we nor the accommodation provider can guarantee that they will be met, except as set out below.

If your special request is vital to your use of your accommodation, you must advise us by e-mail of this prior to confirming your booking. If the request can be met, you must obtain specific confirmation of this from us in writing on behalf of the accommodation provider before confirming your booking. General confirmation that a special request has been noted or passed on to the accommodation provider or the inclusion of a special request on your booking confirmation or elsewhere is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability and are not guaranteed. If any additional cost is applicable, it will either be invoiced to you prior to your arrival date or should be paid for locally.

You must advise us by e-mail before you confirm your booking if you or any member of your party have an existing medical problem or disability which may affect your use of your accommodation. If, in the reasonable opinion of the accommodation provider or us, your chosen accommodation is not suitable for your medical problem or disability or you are not travelling with someone who can provide all assistance you may reasonably require, we have the right to refuse to accept your booking.

If you do not give us full details of your medical problem or disability at the time of booking, we can also cancel the booking when we find out the full details if, in our or the accommodation provider's reasonable opinion the accommodation is not suitable or you are not travelling with someone who can provide all assistance reasonably required. If we cancel in this situation, cancellation charges as set out in clause 12 below must be paid by the person concerned.

By providing us with personal information about medical, dietary or other special needs you consent to us passing the information on to the suppliers who will be providing the necessary services. Full details of our data protection processes can be found in our Privacy Policy at www.sunvil.co.uk/

11. Making Changes To Your Booking

If you want to change any of the details of your booking after the email booking confirmation has been sent to you, you must advise the Travel Convention Office in writing to moreinfo@thetravelconvention.com.

We will pass your request on to the accommodation provider(s) concerned and if the accommodation provider(s) is able to make the change, you will have to pay the administration charge shown below plus any applicable charges imposed or incurred by the accommodation provider as advised at the time we respond to your request.

Change requested on or prior to 4 July 2018

- No Administration Charge

Change requested between 5 July 2018 and your arrival date:

- £50.00 Administration Charge per change

Amendment fees are not refundable in the event of cancellation.

Where group bookings are applicable, if you change the number of people on your booking, the accommodation price will be re-calculated for the new party size. If, for example, your party is reduced in number, this may mean that accommodation is under-occupied and the remaining party members may have to pay more. If you wish to make any change to your booking whilst at the Travel Convention (e.g. upgrading accommodation or extending your stay), all requests are subject to availability and any extra cost must be paid immediately. A change of confirmed accommodation to different accommodation or different dates amounts to a cancellation of the original accommodation unless otherwise agreed by us or the accommodation provider.

12.1 Cancelling Your Booking

Accommodation is held from the time it is confirmed to you via the confirmation email. The closer to your arrival date any accommodation is cancelled, the less likely it is that we and/or the accommodation provider will be able to resell it. Accordingly, if you cancel your booking, a charge has to be made and the later the cancellation, the more that charge will be. If you wish to cancel a confirmed booking, this must be done by email to moreinfo@thetravelconvention.com. Cancellation charges will be calculated as set out in the table below. Please remember these charges will also apply if you have failed to make payment on time and your booking is cancelled as a result.

Period that the cancellation email is received by us:

- Cancellations received on or prior to 1 June 2018 – no charge
- Cancellations received between 2 June and 4 July 2018 - subject to 50% of total room costs
- Cancellations received from 5 July 2018 and no shows - subject to 100% of total room costs

If one or more but not all members of your party cancel, this may mean that accommodation is under-occupied and the price for the remaining members of your party may be increased to reflect this.

12.2 It is recognised and confirmed that your booking is being made as part of your attendance at the Travel Convention. If the Travel Convention is cancelled for reasons of force majeure (as defined in clause 14) we will refund to you the monies that you have paid to us for the accommodation.

13. Changes To And Cancellation Of Your Booking by Sunvil

As we plan arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

“Examples of “major changes” include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.

If we have to make a major change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i (for major changes) accepting the changed arrangements;
- ii having a refund of all monies paid; or
- iii accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation (other than a refund of the monies paid by you to us).

Very rarely, we may be forced by "force majeure" (please see clause 14) to change or terminate all or some of your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result. Your insurance may cover you in these circumstances and we request that you make any claim directly to your insurance company.

Please note, minor changes do not entitle you to change to alternative accommodation or to cancel without paying the normal charges as set out in these Booking Conditions. A minor change is a change which we could not reasonably expect to have a significant effect on your confirmed booking.

14. Circumstances Beyond The Control of Sunvil (Force Majeure)

Except where otherwise expressly stated in these Booking Conditions, we will not be liable for any change, cancellation, affect on your attendance to or experience of the Travel Convention, loss, damage or expense of any nature or description or failure to perform or properly perform any contractual obligation(s) which is due to any event(s) or circumstance(s) beyond our reasonable control. Any such event(s) or circumstance(s) are referred to as "force majeure" in these Booking Conditions. By way of example, force majeure includes (but is not limited to) fire, flood, exceptional weather conditions, epidemics, destruction or damage of accommodation by any cause (other than as a direct result of our negligence), industrial action, actual or threatened terrorist activity, civil strife and all similar situations.

No compensation, expenses, costs or other sums of any description (including without limitation the cost of securing alternative accommodation) will be payable in such circumstances by us.

15. Sunvil's Responsibility For Your Booking

a) We agree to use reasonable skill and care in the performance of our contractual obligations subject to and in accordance with these Booking Conditions. Our contractual obligations consist of using reasonable skill and care in the selection of the accommodation providers who provide the accommodation you book with us. Providing we have done so, we will have no responsibility for the actual accommodation or for the act(s) or omission(s) of the accommodation provider or any of its employees, agents, suppliers or sub-contractors or any other person(s) in any way connected with the accommodation. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim.

b) Subject to clause 15 d), we will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which does not result from any failure on the part of us to use reasonable skill and care in the selection of the accommodation provider(s) as referred to above. By way of example and not by way of limitation, we will not be responsible for any claim which results from any of the following: -

i) the act(s) or omission(s) of the person(s) affected or any member(s) of their party; or

ii) the act(s) or omission(s) of the accommodation provider or any of its employees, agents, suppliers or sub-contractors or any other person(s) in any way connected with the accommodation providing we have used reasonable skill and care in selecting the accommodation provider;

iii) the act(s) or omission(s) of a third party not connected with the provision of your accommodation; or

iv) any event(s) or circumstance(s) beyond the reasonable control of us or the accommodation provider concerned.

c) Except where otherwise expressly stated in these Booking Conditions and subject to clause 15 d), we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected you by or you otherwise suffer any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever as a result of any event(s) or circumstance(s) beyond the reasonable control of us or the accommodation provider concerned as referred to in clause 14 above.

d) Nothing in this agreement shall exclude or limit our liability for death or personal injury caused by our negligence or fraud or fraudulent misrepresentation.

e) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

(i) loss of and/or damage to any luggage or personal possessions and money:

The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

(ii) Claims not falling under (i) above and which don't involve injury, illness or death:

The maximum amount we will have to pay you in respect of these claims is twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

f) We cannot accept any liability for any damage, loss, costs, expenses or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to it being accepted, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which relate to any business.

g) We cannot accept responsibility for any services which do not form part of our contract with you. This includes, for example, any additional services or facilities which your accommodation provider agrees to provide for you where the services or facilities and any excursion or activity you book or purchase in resort or any other services which make up your attendance to and experience of the Travel Convention that we have not agreed to arrange or provide, other than your accommodation. In addition, regardless of any wording used on any website, we only promise to use reasonable skill and care as set out above and do not have any greater or different liability to you.

16. Personal Property

You must take all necessary steps to safeguard your personal property (including taking out appropriate travel insurance). No liability is accepted by us in respect of damage to or loss of any personal property except where the damage or loss is caused by our negligence or that of our employees (providing they were at the time acting in the course of their employment) as applicable. Limitations of liability and other terms apply.

17. Complaints Procedure

If you have a complaint concerning your accommodation, you must inform the accommodation provider immediately in order to give them the chance to resolve the problem. You should endeavour to resolve the problem and reach an agreement with the accommodation provider during your stay.

Please remember that we undertake to exercise reasonable skill and care in the selection of your accommodation provider as set out above and, providing we have done so, we are not responsible for the acts and omissions of the accommodation provider or any of its employees, agents, suppliers or sub-contractors or any other person(s) in any way connected with the accommodation.

If you have a complaint which concerns our duty to exercise reasonable skill and care as set out above and which cannot be resolved during your stay, you must then write to us at Sunvil House, Customer Services Department, 7-12 Upper Square, Old Isleworth, Middlesex, TW7 7BJ or by email customerservices@sunvil.co.uk with full details within 28 days of your return from the Travel Convention, giving your booking reference and daytime and evening telephone numbers. As it is difficult and sometimes impossible to properly investigate a complaint if it is not notified to us reasonably quickly, any compensation you may have been able to claim could be reduced or even lost altogether if you do not follow the complaints procedure set out in this clause.

We can offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. The arbitration scheme is arranged by ABTA and administered independently by CEDR Solve (Centre for Effective Dispute Resolution). It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. It does not generally apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element. The application for arbitration and statement of claim must be received by CEDR within 18 months of the date of return from the Travel Convention. Outside this time limit arbitration under the Scheme may still be available if we agree, although the ABTA Code does not require such agreement. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

Special Note; We both agree that any dispute, claim or other matter of any description (and whether involving personal injury or not) which arises out of or in connection with your contract or accommodation must be dealt with under the ABTA Arbitration Scheme or brought in the Courts of England and Wales only (unless you are a resident of Scotland or Northern Ireland in which case any proceedings must be brought in either the Courts of your own country or those of England and Wales). We both also agree that English law (and no other) will apply to your contract (unless proceedings are brought in Scotland or Northern Ireland, in which case Scottish or Northern Irish law, as applicable, will apply instead.).

18. Behaviour

When you book accommodation through us, you accept responsibility for the proper conduct of all members of your party (including children) during your stay. Both we and the accommodation provider concerned reserve the right at any time to terminate the stay of you or any party member(s) whose behaviour is such, in the reasonable opinion of the accommodation provider or us, as to cause or to be likely to cause danger, upset or distress to anyone else or damage to property. Full cancellation charges will then apply and no refund will be given. Furthermore, neither we nor the accommodation provider shall be under any obligation whatsoever to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation) you may incur as a result of your stay being terminated.

If you cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation provider concerned for the cost of the damage before the end of your stay if the cost has been established by then or as soon as it has been established if later. You must also indemnify us for the full amount of any claim (including all legal costs) made against us by the accommodation provider or any third party as a result.

19. Room Allocation

After registration on arrival at your accommodation, you will be allocated a room. Please note: if checking-in after midnight, your accommodation will be reserved from the previous day which will count as the first day/night. You must normally check out of your accommodation by 12 noon of the booking departure date but you should always check these details for yourself with the accommodation provider.

20. Payments Made By Sunvil

If we make a payment to you for whatever reason, upon receipt of such payment you agree to assist us in any claim it may make against any relevant third party(ies) which relate to that payment.

Furthermore, you agree to assign all rights and causes of action you may have against the relevant third party(ies) related to such payment to us, so that we may bring a claim in your name to recover its loss. Any costs associated with any such claim will be borne by us and all sums recovered by us will belong to us.

21. Website Information

All information contained on the Travel Convention website regarding accommodation only is based on information available at the time of publication and is provided in good faith. Whilst every effort is made to ensure the accuracy of these details and prices at the time of printing, regrettably errors do occasionally occur. We reserve the right to change and correct any website information (including prices) before your booking is confirmed - the updated / amended information will then form part of your contract with us. You must ensure you check all details of your chosen accommodation (including the price) immediately before you seek confirmation of the booking.

There may be small differences between the actual accommodation and its description. Occasionally, problems or circumstances mean that some facilities or services become unavailable or subject to restriction. We cannot accept responsibility for any changes or closures to area amenities or attractions.

22. Other Websites

The Travel Convention website may contain links to other websites. Such other websites are not under our control or maintained by us. We are not responsible for the content of such websites. We cannot accept any liability whatsoever and howsoever arising in relation to any such other websites (including, by way of example, any inability to access or delay in accessing any such other website) or in relation to any material or information appearing on them or for any services or facilities of any description which you may book through or via any such website.

23. Governing Law and Jurisdiction

These Booking Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.