

## Website Terms & Conditions of Use

These Terms & Conditions govern your use of this Website and constitute the User Agreement between you and Euro Resort Investments Ltd (C28576). By using, viewing, transmitting, caching storing and/or otherwise utilising this Website, including the services or functions offered hereon and/or the contents and information on this site, you are agreeing to each and all of the terms and conditions of use set forth below without revision or modification, and waive any right to claim ambiguity or error on this User Agreement. It is important to remind periodic or continued users of this Website, that any amendments, revisions or updating of the terms and conditions of this User Agreement at any time and without prior notice to you, and your continued use of the Website will be conditioned upon the terms and conditions in force at the time of your use. Periodic or continued users of this website are reminded that website usage following the posting of changes, updating or amendments to this Agreement from to time will imply that such changes or amendments are accepted by you. Therefore, you should carefully review the terms and conditions of this User Agreement each time you use **this website**.

Should you not agree to each and every term and condition set out herein, you are asked not to use this website and to leave immediately.

### 1. Who We Are?

This Website is operated by Euro Resort Investments Ltd, a company registered in Malta with Company Registration No C28576. Euro Resort Investments Ltd is authorised by the Malta Tourism Authority to act as an Incoming Travel Operator and Destination Management Company under licence no TRA/E33. Our Registered Office is No 1, Ivy Mansions, Triq Il Qasam, Swieqi. SWQ3026. We may be contacted on Telephone Number 00356 21 378781, by Fax on 00356 21 386546 or via Email on [admin@euroresort.net](mailto:admin@euroresort.net). All the hotels and/or guesthouses featured on this Website are owned and managed by independent hotels. Euro Resort Investments Ltd solely provides a facility through which bookings/reservations of the hotels featured on the Website may be made.

### 2. Privacy Policy

We are committed to protecting our visitor's privacy and we will not collect and personal information about you as a visitor unless you provide it voluntarily. Any personal information you communicate to us is kept by Euro Resort Investments Ltd in accordance with the Data Protection Act, 2001 (Chapter 440 of the Laws of Malta). Note that in the interests of staff training and improving customer service we may occasionally record and monitor telephone conversations with clients.

### 3. The Data Protection Act 2001

The Data Protection Act, 2001 (Chapter 440 of the Laws of Malta) was enacted on the 14<sup>th</sup> December 2001 and was brought into force on in various stages as from 15<sup>th</sup> July 2003. Euro Resort Investments Ltd therefore has a legal duty to respect and protect any personal information we collect from you and we will abide by such duty. We take the necessary safeguards to prevent unauthorised access and will not pass on details collected from you as a visitor to any third party or entity unless you give us your consent to do so, and unless Euro Resort Investments Ltd is compelled to do so by Law.

### 4. Information Collected

As a visitor to our website, we collect two types of information on/from you:

(1) Contact or Booking Information

(2) Media Download/ Upload information

#### 4.1 Contact or Booking Information

When you fill in the forms on the CONTACT US, ENQUIRE NOW and/or the BOOKING FORM pages we use the personal information submitted in the form only to respond to your message or book the hotel or service you request. In order to process your booking, we need to collect certain personal details from you. These details will usually include the names and addresses of party members, credit/debit card or other payment details and any special requirements which may affect the chosen hotel or other service arrangements. This personal information is not to be kept longer than necessary. It is important to note that the forms displayed on this website and the information required may vary from one service to the other.

Failure to enter the information requested in the forms displayed on this website will result in either the form not being submitted or not allowing us to process your request.

#### 4.2 Media Download/Upload Information

If you read or download information from our website, we automatically collect and store the following non-personal information:-

(a) Your Server Address

(b) Your Top Level Domain Name (for e.g. .org, .com, .co.uk, etc.)

(c) The Date & Time You Visited Our Website

(d) The Pages Of Our Website That You Accessed & The Documents You Downloaded

(e) The Previous Website You Visited

(f) The Type Of Web Browser You Used

*(g) The Operating System Of The Machine Running Your Web Browser & The Type And Version of Your Web Browser.*

Please note that this information is strictly for the use of Euro Resort Investments Ltd for statistical purposes. No such information will be released to third parties without your prior consent, and unless Euro Resort Investments Ltd is compelled to do so by Law.

#### **5. Links To other Websites**

Our Website may contain hyper links to other websites, booking engines suppliers, entities or agencies. When such websites are administered and operated by Euro Resort Investments Ltd then the Terms & Conditions & Privacy Policy documented in the relative website will be applicable. Where such websites are operated by third parties, then you will be subject to the Terms & Conditions and Privacy Policy of the website in question. In these cases, Euro Resort Investments Ltd are not responsible for the content of the websites so operated by third parties and will not be responsible for the accuracy of opinions expressed in such websites and such websites are not monitored or checked by us for accuracy or completeness. The inclusion of any linked website on our Website does not imply or constitute approval or endorsement of the linked website by us. If you decide to leave our Website to access these third party sites, you do so at your own risk.

#### **6. Third-Party Information**

Third parties who provide information/material/photographs on our Website which, for example, refers to accommodation, transfers, tours, city attractions and things to do, shall themselves be responsible for ensuring that such information/materials/photographs, submitted directly or indirectly for inclusion on this Website, is accurate and complies with relevant legislation. Third party suppliers providing services and/or products through this Website are INDEPENDENT CONTRACTORS and are not our agents. Therefore we are NOT LIABLE for the acts, errors, omissions, representations, warranties, breaches or negligence whatsoever of any such suppliers or for any personal injuries, death or damages resulting therefrom from time to time.

#### **7. Photographs**

The photographic images displayed on this web site have either been taken by representatives of Euro Resort Investments Ltd on request from the hotel/s or may have been provided by the hotel/s or other third parties with their full consent. All photos are protected by copyright and other intellectual property laws and therefore you may not copy, reproduce or retransmit these photos, in whole or in part, in any manner, without the prior written consent of Euro Resort Investments Ltd and/or the relevant third party.

Whilst every endeavour is made to ensure that the hotel photographs on our Website are correct, it is the responsibility of the hotel to promptly provide Euro Resort Investments Ltd with any updated photos if there have been any subsequent changes or modifications to the hotel or to inform Euro Resort Investments Limited of such changes and request that updated photos be taken of the hotel. In this respect Euro Resort Investments Ltd will not be held responsible for any claims by you if there have been changes to the hotel without us being notified and provided with new photos by the hotel prior to your arrival. Provided however that certain items in photographs such as furnishings, etc may be subject to change and therefore may not always be exactly as shown.

#### **8. Restrictions Of Use**

As a condition of the use of this Website, you agree that you will not use our Website for any purpose that is unlawful or prohibited by or inconsistent with this User Agreement. You represent and warrant that you are at least eighteen years old and possess the legal authority to enter into this User Agreement and to use our Website in accordance with the terms and conditions of this User Agreement. You may only use our Website to make legitimate reservations, bookings or payments and not for any other unauthorised, false or fraudulent purposes, including, without limitation, to make any speculative, false or fraudulent reservations, bookings or payments or any reservation in anticipation of demand. You do not, by using the Website, acquire any ownership or other rights to any content or other materials contained on or accessible through the Website.

You agree that you will not use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of our site, and that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. In addition, you agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein, without the prior express consent from an authorised Euro Resort Investment Ltd representative (such consent is deemed given for standard search engine technology employed by Internet search web sites to direct Internet users to this website site).

This site may provide you with the ability to use user names, passwords, or other codes or devices to gain access to restricted portions of this site ("access codes"). The content contained in such restricted areas is confidential to Euro Resort Investments Ltd, and is provided to you for your sole use only. Access codes are non-transferable, and Euro Resort Investments Ltd reserves the right to prohibit and/or suspend the use of such access codes on your behalf by third parties at Euro Resort Investments Ltd discretion, and/or where we determine that such use interferes with our website's operation.

#### **9. Prices, Booking & Payment Terms**

All Prices quoted on this website are in EURO. You must book in accordance with the booking information provided to you by one of our representatives, or on this website. The information and requirements contained in our booking

forms and on our website form part of your contract. If we have given you a quotation for a booking of a hotel or service featured on our website, please note that such a quotation does not constitute a binding contract between us and will not be confirmed until you pay your deposit and a booking voucher is issued by us. Therefore, if you have received a quotation from us, please ensure that the description relating to the hotel or service in question meets your expectations and refers to the booking period you requested prior to paying your deposit. After paying your deposit (if applicable) we will remind you when full payment is due, however it is your responsibility to settle this balance when due. Failure to pay the full balance/cost of the requested hotel or service when due may result in our treating the booking as cancelled by you and cancellation charges may be applied as set out in Clause 17 below.

The following table sets out the Payment Terms for the booking of hotels.

Deposits/Final Balances	
More Than 46 Days To Arrival	35% Of Price
Between 1 & 45 Days To Arrival	100% Of Price or Full Balance

Note that the table above refers to booking Of Individual hotels whether these include or do not include Airport Transfers. In the case of Individual and separate Airport Transfers a 100% advance payment is required.

Also note that in certain circumstances we may require a deposit higher than the one stipulated above, this usually happens in periods of special offers, promotions or early bird discounts. Our representatives will inform you of such instances.

#### 10. Contract

A binding contract between you and Euro Resort Investments Ltd on behalf of the confirmed hotel, and/or the provider(s) of other services will come into existence on completion of the booking process and/or the receipt of the deposit/full payment. All parties agree that this contract is deemed to have been made at the Malta offices of Euro Resort Investments Ltd and that you have accepted in full the Terms & Conditions detailed herein.

#### 11. Hotel Minimum Booking Period

The minimum booking period and minimum applicable charge for ALL hotels advertised/offered by Euro Resort Investments Ltd is 3 nights unless a lesser minimum booking period is specifically agreed to in writing by Euro Resort Investments Ltd.

#### 12. Liability

The accommodation, transport and other services featured in this website belong to and are managed by independent hotels and suppliers. Once your booking is confirmed, Euro Resort Investments Ltd undertake to ensure that all parts of the booking which we and/or the hotels and other suppliers have agreed to make, perform or provide as part of your contract are made, performed or provided with reasonable care and skill. However, Euro Resort Investments Ltd shall not be responsible for any injury, illness, death, loss, loss of enjoyment, damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- a) The fault of the person(s) affected or any member(s) of their party or,
- b) The fault of a third party not connected with the provision of your booking which neither, Euro Resort Investments Ltd nor the hotels/other supplier (as applicable) could have predicted or avoided,
- c) 'Force majeure' - in these booking terms and conditions 'force majeure' shall mean any event which we, the hotels or other supplier(s) of the service(s) in question could not, even with all due care and diligence, foresee or avoid. Such events may include, but are not limited to; adverse weather conditions, water restrictions, war, threat of war, civil strife, industrial action, natural or nuclear disaster, fire, epidemics, terrorism, Acts of God, closure of ports, governmental action and all other events outside our/their control.
- d) Euro Resort Investments Ltd cannot accept responsibility for any services which do not form part of your contract. This includes, for example, any additional services or facilities which the hotel/supplier of the services in question agrees to provide for you where the services or facilities are not advertised in our website and we have not agreed to arrange them. A full list of all passenger names and ages must be provided at the time of booking. We regret that we, the hotels and other service providers cannot accept liability or pay any compensation where the performance or prompt performance of our respective contractual obligations is prevented or affected by, or you otherwise suffer any damage or loss as a result of 'force majeure'.

#### 13. Insurance

You are recommended to take out adequate insurance cover before travelling to Malta. It is your responsibility to ensure that the insurance cover that you purchase is adequate for your particular needs and you should be covered for accidental damage to the hotel you booked through us as well as personal liability for yourself and for all travellers in your party. Euro Resort Investments Ltd will not be held responsible for any claims arising during your holiday in the Maltese Islands and we reserve the right to request proof of your insurance at any time.

#### 14. Damages

When you book through us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the Hotel . If you fail to do so, you will be responsible for meeting any claims subsequently made against us together with any legal costs as a result of your actions.

#### 15. Your Behaviour

If you or any member of your party behave in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to the hotel during your stay, the hotel management is entitled, without prior notice, to terminate your booking at the hotel prior to its expiry. In this situation, you or the responsible person(s) in your party will be required to leave the hotel. We will have no further responsibility toward such person(s) including any alternative accommodation arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

#### 16. Hotel Check In & Check Out Policy

Different hotels have different check in and check out policies, please ask our reservations representative/s for detail specific to the hotel you booked.

#### 17. Cancellation Policy

Should you or any other member of your party need to cancel your booking, cancellation charges will be levied and will be payable as detailed below. Please note, cancellations can only be accepted from the party leader, in writing and sent to our office by Fax or on email. The cancellation charge is calculated from the date and time we receive written notification and is applicable as follows:-

Cancellation Fees	
More Than 90 Days To Arrival	EUR 15 Per Room
Between 46 & 89 Days To Arrival	EUR 20 Per Room
Between 8 & 45 Days To Arrival	EUR 30 Per Room
Between 1 & 7 Days to Arrival	The Price of between 1 & 3 Nights/Per Room Booked. Depending on Hotel/Season
No Shows on Day Of Arrival	The Full Price of Number of Nights/Persons Booked

The above cancellation policy refers to individual bookings and does not refer to Group Bookings of over 10 Rooms. The Cancellation Policy of Group Bookings is dictated on a case by case basis and differs between hotels, season, and number of rooms booked. Group Booking cancellation policies will override the cancellation policy detailed above. For further details of Group Cancellation Policies please contact our sales representatives by email.

Any refunds by credit card will carry an additional 3% bank charge of the amount refunded. Any refunds by bank transfer will carry the relative bank charges.

Any requests for cancellations must be received in writing between Monday to Friday from 0900hrs to 1700hrs (CET). Any requests for cancellations that are received on Friday after 1700hrs (CET), all day on Saturdays, or all day on Sundays will be deemed not to have been received by Euro Resort Investments Ltd until the next working day.

#### 18. Changes or Modification in Booking Policy

Should you or any other member of your party need to change or modify the dates or number of persons relating to the booked hotel, you may do so subject to availability. If It is possible for us to make the amendment we will charge the administration fees detailed below as well as any applicable increase in the price if the amendments relates to a change of date which falls into a higher pricing season or an increase in number of persons booked or a different category of room. Please note, changes may only be accepted from the party leader, in writing and sent to our office by Fax or on email. The administration fees are calculated from the date and time we receive written notification and is applicable as follows:-

Changes Or Modification In Booking of Same Hotel - Administration Fees	
More Than 46 Days To Arrival	Free Of Charge
Between 21 & 45 Days To Arrival	EUR 5 Per Room
Between 8 and 21 Days To Arrival	EUR 10 Per Room
Less than 7 Days to Arrival	Minimum EUR 15 Per Room

Please note that if you require to change the hotel you booked to another hotel then the cancellation policy set out in Clause 17 will apply.

Any refunds by credit card will carry an additional 3% bank charge of the amount refunded. Any refunds by bank transfer will carry the relative bank charges.

Any requests for changes or modifications to your booking must be received in writing/by telephone between Monday to Friday from 0900hrs to 1700hrs (CET). Any requests for changes or modifications to your booking that are received on Friday after 1700hrs (CET), all day on Saturdays, or all day on Sundays will be deemed not to have been received by Euro Resort Investments Ltd until the next working day.

**19. Travel Documents**

You are responsible for your own and you party's passports, insurance documents, or Entry Visa To Malta if this is required by law.

**20. Severability**

If any provision of this Agreement is held to be invalid or void for any purpose, it shall for that purpose be deemed to be omitted from this Agreement. Such omission shall not affect or prejudice the validity, effectiveness or enforceability of the rest of the provisions of this Agreement.

**21. Applicable Law & Jurisdiction**

This is a Maltese Website and is subject to the Laws of the Republic Of Malta, and all disputes are subject to the exclusive jurisdiction of the Courts of Justice Of Malta.

**22. In Case Of Difficulty**

In case of difficulty interpreting these Terms & Conditions you may contact us on Telephone Number 00356 21 378781, by Fax on 00356 21 386546 or via Email on [admin@euroresort.net](mailto:admin@euroresort.net)