

## **TERMS & CONDITIONS**

This website is operated by B&A e-Travel SA (hereinafter "B&A"), with registered office in Athens, Greece, Vouliagmenis Ave 26 and registration nr. 4112401000 at General Commercial Registry (GEMI). The use of **travelmasterdestinations.com** website and services offered by B&A e-Travel S.A. are governed by the following General Terms and Conditions. By making an enquiry or purchasing a product or service offered through this website, the Customer unconditionally accepts these General Terms and Conditions.

### **GENERAL**

All business undertaken, including any advice, information or service provided or booked, whether gratuitously or not, by B&A shall be subject to these trading conditions. No amendment or alteration of these conditions shall be binding on B&A unless reduced in writing and signed by a director of B&A. No act or omission of B&A shall be construed as a variation or a waiver of any of these conditions.

The Customer must ensure that all employees or representatives instructing B&A on behalf of the Customer are duly authorized. The Customer hereby acknowledges that it will be bound by the actions of its employees and or representatives when such persons act with B&A on behalf of the Customer.

The contract raised between the Customer and B&A will be concluded when full payment has been received for services delivered by B&A.

B&A and its employees apply and use the Customer's provided personal information of the Customer or the Customer's clients only to the extent necessary for bookings and delivering other services required by the Customer pertaining to travel or to inform the Customer of new travel services.

### **THE PARTIES**

The Customers are either a travel agent, who contracts with B&A, on behalf of third-party travelers (the client/s of such travel agent or tour operator) or a traveler's booking contracting in his/her/its personal capacity, with B&A.

B&A is duly incorporated in accordance with the Company Laws of Greece and possesses all licenses and permits necessary to conduct business as a booking agent in Greece.

## **BOOKING CONDITIONS & CANCELLATION POLICY**

### **SERVICES OFFERED**

- **Travelmasterdestinations.com** is a website developed and designed by B&A to provide Customers the opportunity to collect information on inbound travel services provided by B&A and more specifically hotel bookings, transfer services, transportation tickets (i.e. flights, ferries, etc.), organized tours and more.
- B&A operates solely as an intermediary for the reservation/ booking of the travel services presented through its website and provided by third parties acting as intermediaries of services or service providers, hereinafter referred to as "organizer/provider", whose services or goods are promoted and announced through **travelmasterdestinations.com** and in accordance with the terms and conditions of each organizer/provider. Liable for the quality and performance of each service is exclusively the organizer/provider. Customers should make sure that they have consulted and abide by the general trading terms of the organizers/providers thereof.
- The services presented through **travelmasterdestinations.com** are indicative and subject to availability. B&A reserves the right to substitute hotels or other services listed with others of the same or next available higher or lower category, often at no additional cost to the traveler, even after commencement of the tour.

- B&A reserves the right to use smaller or larger vehicles on scheduled escorted tours should final traveler numbers justify such change.
- Unless specifically stated otherwise in the itinerary, pricing schedule or quote, all accommodation is based on 2 (two) people sharing per room. Restrictions on the number of adults and/or children per room, are as stated in the specific quotation or Supplier's terms and conditions, which restrictions are available on request. Specific room/bed requests are subject to availability and additional costs at the time of enquiry.
- From time to time hotels cannot accept confirmed bookings. B&A will always do the best possible to avoid that problem and where it happens seek to provide a suitable alternative. B&A is not able to guarantee in all cases that alternative accommodation booked will be of the same standard or in the same location but will always try the requested hotel first. If B&A cannot confirm it, it will, whenever possible, confirm an alternative. It is the Customer's responsibility to cancel or amend such alternatives if they do not approve them. Failure to cancel an alternative that is not acceptable will result in cancellation charges. B&A will only confirm an alternative if the requested hotel is not available. B&A will not confirm an alternative if not accepted by the Customer.
- Special requests must be made at the time of booking. B&A will endeavor to comply with the special requests, which will be for the cost of the traveler, but cannot guarantee that such requests will be met.
- All travelers will be personally responsible for ensuring that they are in the possession of and have complied with the correct travel documentation, including passports valid for the minimum period of the trip, required by Greek Law, the correct visas/re-entry permits, valid for Greece and health, foreign exchange and other legal requirements. B&A shall not be responsible for any consequences whatsoever should the traveler fail to ensure that he/she has complied with the necessary health, passport, visa, re-entry permits, or other legal requirements.
- If a traveler intends to drive a rental car, he/she should obtain an international driving permit from his/her local transport authority. The traveler must also be in possession of his/her local driving license and produce same at the car rental check-in counter.
- All travelers are advised to and are solely responsible to take out comprehensive travel insurance and to familiarize themselves with any exceptions and conditions as may be imposed by the insurance company or underwriters issuing the policy of insurance which they select. B&A shall not be responsible or liable for filing/prosecuting a claim on the traveler's behalf against any insurer/underwriter who has issued a policy to the traveler or for any claim disputed/rejected by the insurers.

### **BOOKING CONDITIONS**

- B&A does not accept any legal or contractual obligations in relation to provisional booking requests.
- Once the Customer makes an unconditional booking request, whether by email or the Contact and Tailor Made Request forms available through **travelmasterdestinations.com** to B&A, then B&A shall forward a written confirmation of booking by email.
- The Customer is responsible to check the accuracy of the confirmation details IMMEDIATELY and to inform B&A in case of any errors. B&A cannot guarantee that any errors reported after the booking registration will be fixed and these changes may incur additional charges. In case of mistakes made or wrong details provided by the Customer in the booking request, additional charges may apply even when reported immediately after booking.
- On transmission of confirmation of booking by B&A, a binding contract between the Customer and B&A shall result on the terms and conditions set out herein, read together with the relevant pricing schedule and/or quote and/or B&A confirmation of the booking and the Customer shall be liable to pay the booking price as set out in B&A confirmation of booking (alternatively, the price schedule/quote applicable to such reservation). Through an unconditional booking request, the Customer gives strict instructions to B&A to intermediate a provided travel service, offered by the actual provider. By confirming a reservation, the Customer is bound in any case.
- Payment shall be due and payable by the Customer on or before the time periods set out in the specific B&A booking confirmation.

- Unless the booking confirmation specifies otherwise, the Customer shall be liable to effect payment to B&A of initially a deposit of the total price of the balance owing of the total price on the booking, as per the scheduled payment dates presented on B&A's booking confirmation. In the event of any reservation with a departure/ check in timeframe that takes place within 30 (thirty) days or falls into cancellation policy deadlines of organizers/ providers, the total price shall be immediately due and payable on confirmation. Cancellation terms apply on confirmation as per clause 8 below.
- In relation to all time periods stipulated for payment in the specific B&A booking confirmation, time shall be of the essence and B&A shall be entitled to cancel any reservation where payment (including deposits) have not been made by due date.
- Documentation and vouchers will only be delivered to the Customer on receipt of payment in full and completed booking forms and travel declarations (if applicable) by B&A. Acceptance of credit card payments are at B&A's sole discretion and may be declined without explanation.
- When payment is made in a different currency to the currency quoted in the quote, then acceptance of payment in a foreign currency must first be approved by B&A, and will be subject to the rate of exchange, applied at the time of receipt of payment. The Customer shall be liable to effect payment to B&A of any shortfall, resulting from exchange rate fluctuations.
- B&A reserves the right to charge a booking fee and/or a handling fee which will be included in the total price.
- B&A shall be entitled in its sole discretion to appropriate any amounts received by B&A from the Customer towards the payment of any cause, debt or amount owing by the Customer to B&A whatsoever. Each payment made by the Customer to B&A, shall be applied firstly in respect of interest accrued and the balance, if any, shall be applied in reduction of the capital sum.
- Notwithstanding anything to the contrary herein, the Customer shall be obliged to pay B&A the whole of the outstanding balance of its debt, together with accrued interest, and B&A shall be entitled to proceed for the immediate recovery thereof without prior notice to the Customer and without prejudice to B&A's other rights in law and/or without prejudice to any claims which B&A may have against the Customer arising from any breach of these terms and conditions or any booking, shall:
  - The Customer fail to pay any amount due by the Customer to B&A according to the accepted terms of booking on the due date for payment thereof; or
  - The Customer breach any material term hereof; or
  - The Customer compromise or attempt to compromise with any of its creditors; or
  - The Customer commit any act which, if committed by an individual, would constitute an act of insolvency; or
  - The Customer be placed in liquidation or judicial management or being wound up, whether provisionally or finally and whether voluntarily or compulsorily.

### **QUOTES AND BOOKING PRICING**

- Prices quoted in any specific FIT or group quote issued by B&A are valid and guaranteed by B&A, only for the period of validity as stated on the price schedule/quote in question.
- Prices quoted in any specific FIT or group quote issued by B&A are subject to increase, forthwith on notice by B&A, in respect of any surcharge and/or increase in entrance fees and/or government and/or regional levies and/or taxes.
- B&A reserves the right to adjust prices, on expiry of any period of validity of a price schedule/quote issued by the B&A, by way of a revised price schedule/quote, in accordance with, e.g. increases in airfares, hotel rates, transport costs and currency fluctuations.
- Airfares are subject to the prices and conditions quoted by the airlines and cannot be guaranteed by B&A.

- All information contained in B&A's quotes are to the best of B&A's knowledge and believed to be true and correct, but B&A accepts no liability for any errors/inaccuracies contained therein.
- Terms and conditions are as set out in the specific price schedule/ quote.
- Prices set out in the price schedule/ quote, do not include any items or services not specified therein and/ or B&A's confirmation of booking. Typical items not included may be, but not limited to: a tour guide, airport taxes, costs of obtaining visas and passports, telephone calls, entertainment arrangements, gratuities and portage, meals and beverages, additional airfares or any other item of a personal nature not specified.
- In the event of any conflict between these terms and conditions and B&A booking confirmation, the provisions of B&A's booking confirmation shall prevail.

### **CANCELLATION AND AMENDMENT POLICY**

- In the event of the Customer cancelling their reservation for any reason, such cancellation must be made always in writing, in which event the Customer shall be liable for:
  - B&A's cancellation charges as specified in the booking confirmation, issued by B&A and accepted by the Customer.
  - Any further special cancellation charges that, e.g. may apply for peak periods, as is set out in B&A's booking confirmation.
  - All cancellation charges of the organizers/ providers of the products and services, to which the booking relates, save that the liability of the Customer shall be in respect of the greater of either the cancellation charges.
- Amendments and all cancellations en route must be made with B&A directly. The Customer shall be liable for all costs (including repatriation and the administrative fees of B&A) incurred as a result of any en route cancellations, by the Customer including but not limited to cancellation because of ill health or injury.
- No refunds will be made for no-shows, or any unused services irrespective of whether they form part of the basic inclusive price, or whether they are in respect of pre-booked or optional arrangements.

### **SPECIAL OFFERS, PROMOTIONS & NON-REFUNDABLE RATES**

- From time to time, B&A might make special offers, promotions or competitions available for specific services or products of B&A of its organizers/ providers. All such offers, promotions or competitions are subject to the specific terms and conditions defined thereto. In case no specific terms and conditions apply or they are limited, thus not covering all areas, then the present terms and conditions shall apply.
- Non – Refundable rates come at a significant discount to the flexible rates. However the rates come with strict conditions as follows:
  - \*Non refundable – Once booked and confirmed by B&A the service will incur full charges, even if cancelled.
  - \*Non amendable – Once booked and confirmed by B&A no amendments can be applied to the booking. Any request for amendment would incur full cancellation charges.
  - \*Pre-payment – Payment for the booking would be at the time of confirmation.

### **REFUNDS/ COMPLAINTS**

Complaints should be reported and solved when matters occur and before traveller's departure. It is once again stressed that liable for a refund is only the organizer/ provider. However, refunds can only be affected if complaints are acknowledged to B&A in writing within 14 days from the departure of the clients or their use of the transfer or ferry service. B&A will ONLY transmit the complaint to the organizer/ provider and therefore cannot even guarantee for an answer on their behalf and/or the outcome of the case.

## **DISCLAIMER OF LIABILITY**

All information and data concerning services are provided by each organizer/ provider. B&A undertakes every effort to verify the published data of their accuracy and actuality but holds no responsibility for the information provided and published on its website and included in quotes.

B&A is not responsible in the case a product or service is unavailable on the date of booking. B&A is not responsible for fulfilment of the contract between the Customer and the organizer/ provider. In no case is B&A responsible for acts, errors, warranties, violation or denial of any provider or for injury, death, property damage or other losses that may arise due to a cause related to the use of the website and the information, product and services offered by the organizer/ provider or any unauthorized third party interventions in products or services which are offered through this website. B&A bears no responsibility and will not reimburse any delay, cancellation, overbooking, strike or any other reason beyond its control. Moreover, it bears no liability to indemnify any additional expenses, omissions, delays, rerouting or act of any government authority.

In case of cancellation of one part of the booking due to an external factor (e.g. strike, weather), B&A cannot guarantee that it can amend the rest of the booking data without any extra charge. In case the Customer would like to totally amend/cancel the booking, the terms and conditions of the organizer/ provider will apply.

B&A makes every possible effort to engage quality organizers/ providers among the airlines, hotels, tour operators and other service providers to provide the travel services and to ensure that the various services will be carried out efficiently and as specified, it does not have direct control over the provision of services by organizers/ providers and shall not be liable for any loss, damage, injury, additional cost, accident, delay, irregularity that may be occasioned by any error or default, act or omission of any organizer/ provider in carrying out the arrangements, or otherwise in connection therewith.

B&A accepts no liability for:

- changes, omissions or delays before or during the course the booked service occasioned by technical difficulties, weather conditions, communication breakdowns or events beyond the control of B&A.
- any cancellation or curtailment of the booked service as a result of the Customer's personal circumstances, e.g. death or illness,

If in the opinion of B&A the fulfilment of the booked service is considered impossible, illegal or inadvisable because of weather conditions, unrest, strikes, war and/or any other adverse factors beyond the B&A's control, B&A may at any time cancel the booked service or what remains of it or make alterations to the route, accommodation, price and/or any other aspect thereof as it deems fit, and any losses and expenses resulting from such cancellation or alteration shall be for the account of the Customer.

B&A will not be responsible for any charges that appear on a traveler's credit card not levied/effectuated directly by B&A (e.g. a credit card charge by a hotel), nor accept responsibility for having any of these charges reversed or corrected upon the traveler's return to his/her country of departure/final destination.

Where the Customer is a tour operator or travel agent, it is contracting with travelers, and that such traveler's participation in the booked and confirmed services offered by B&A, is subject to these standard terms and conditions and provide a copy of same to the traveler on request. The travel agent, traveler or tour operator in question, indemnifies and holds B&A harmless against all claims for damages, loss, injury or expense, which any traveler may claim against B&A in the event that such claim is excluded under the terms and conditions set out herein.

Should B&A incur losses as a direct result of the Customer's negligence, willful misconduct, deception, error or omission, then B&A may seek compensation from the Customer for such losses incurred.

## **CUSTOMER RESPONSIBILITY**

The website must be used only for legal purposes and be conducted with legal means so as not to restrict or prevented the use by others. The user is obliged to use the website in accordance with the law and the present conditions and to refrain from acts or omissions that may affect, endanger as well as cause damage or malfunction to the services provided by B&A.

Customer guarantees the accuracy and the completeness of all submitted information concerning personal data and **is absolutely responsible to inform the data subjects concerned by the processing operations at the time data are being collected.**

Customer, after making a reservation request, accepts that all the contact data provided during the quote request are accurate. B&A is not responsible if a Customer cannot be reached using the specific contact details provided.

The Customer accepts that the abuse of services may cause his/ her exemption from accessing this website.

### **PRIVACY NOTICE**

B&A is concerned about the privacy of personal data and/or of the personal data that the Customer submits for the reservations of its clients and has put into place technical and organizational measures to safeguard and protect them. The Privacy Notice (available on the main page of **travelmasterdestinations.com**, at the footer of the platform) regulates the processing of personal data, carried out by B&A. Our Privacy Notice will be treated as part of these Terms.

### **INDEMNIFICATION**

You agree and acknowledge that:

- In case of an individual booking or multiple bookings, you bear the sole responsibility for all legal and financial obligations towards us.
- You cannot transfer any of the rights or obligations arising from this agreement.
- You can only retrieve, display, save or print individual pages of our website **travelmasterdestinations.com**. You will not copy, place on a server, distribute or sell any of the information contained in the site.
- Our organizers/ providers are independent contractors and not employees or agents of ours.
- When you confirm a quote you are bound by the terms and conditions of the booked service in addition to the general booking conditions listed on our website and in present document.
- You shall indemnify us, including our employees, suppliers and agents or other partners from and against any and all liabilities, expenses, legal and attorney's fees and damages arising out of claims resulting from your use of the site and/or any material you post to or transmit through the site or its servers.
- You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of this site.

### **ADVERTISING & SPONSORSHIPS**

We shall not accept any responsibility or liability for any content in the site posted by advertisers or sponsors. Sponsors and advertisers are responsible for ensuring compliance with applicable law.

### **COPYRIGHT AND TRADEMARKS**

The copyright and all other protected rights concerning the website **travelmasterdestinations.com** belong exclusively to B&A. The content of this website is exclusively copyrighted by B&A unless it is duly referred to as a third party property. The name of B&A as well as all trademarks, logos and graphic designs shown on the website belong exclusively to B&A or to third parties, as the case may be.

Any copy, distribution, change, processing, resale or creation of derivative work is forbidden as well as deception of the public concerning the actual website content provider. Any reproduction, republication, uploading, communication, distribution or transmission or any other use of the content in any way, for commercial or any other purposes is only permitted on prior permission of B&A or other holder of copyright.

### **GENERAL**

B&A shall not be liable for any failure in service relating from uncontrollable circumstances such as flood, earthquake, riot, terrorist acts, acts of governments or authority change, bad weather conditions etc. B&A is not liable for the practices of the organizers/ providers regarding to these issues of uncontrollable circumstances.

B&A shall not be bound by any representation, warranty, promise or the like not recorded herein or agreed to by it in writing. No representation, term, warranty or condition express or implied shall be considered to be or to have been made or agreed to or implied by reference to any other writing, advertisement or conversation.

No indulgence, which B&A may grant to any party, shall constitute a waiver of any of the rights of B&A who shall not thereby be precluded from exercising any rights against the Customer and/or the traveler which may have arisen in the past or which might arise in the future.

Each term or condition of these terms and conditions shall be separate and separately enforceable from the other terms and conditions herein and shall in no way be limited or restricted by reference to or inference from any other terms or conditions. If any term or condition herein, shall be found to be illegal or unenforceable then the remaining terms and conditions hereof shall be and remain binding.

All travelers shall comply with general Codes of Conduct as issued by B&A from time to time.

Unless otherwise specifically agreed to by B&A in writing all bank charges relating to any deposit and balance payment will be for the Customer's account and shall be paid in addition to the amount due to B&A.

### **AMENDMENT TO THESE GENERAL TERMS AND CONDITIONS**

B&A reserves the right to amend or to renew the above terms and conditions related to the use of this website at any time, without being obligated to inform the user. Current General Terms and Conditions shall always be displayed on the website and are applicable in the given point of time. The user accepts all relative amendments with further use of our website after they are made.

The validity of the above terms cannot be limited to any contrary trading conditions of the user. Amendments and additions to these terms as well as additional agreements must be made in writing.

### **ENTIRE AGREEMENT**

These Terms and Conditions (including our Privacy Notice, our Data Processing Agreement) and any additional terms you may have agreed to by signing an additional contract ("**Additional Terms**") define the terms and conditions under which you're allowed to use **travelmasterdestinations.com**, and make up the entire agreement and supersede all prior agreements, representations, and understandings.

### **APPLICABLE LAW**

Relations between the users of website and B&A are explicitly governed by the Greek Law. The courts of Athens are responsible for resolving any disputes between the parties.