

## Booking Conditions

In these booking conditions, 'you' and 'your' means all people named on the booking confirmation (including anyone who is agreed to be added or replaced at a later date).

'We', 'us' and 'our' means **RCI TRAVEL**. **RCI TRAVEL** is a trading name of **Alliance Reservations Network LLC of 7380 West Sand Lake Road, #360, Orlando, FL. 32819, USA**.

Before booking through us, please read these booking conditions and all the other information relevant to your booking carefully, including:

1. All the details and any specific conditions or restrictions set out in the website description of your chosen hotel or travel services
2. The terms and conditions of relevant hotel owners and travel service providers
3. Any other section of our website or any other publication or website we refer or direct you to; and
4. Any other written information we brought to your attention before your booking.

**RCI TRAVEL** provides accommodation booking and travel services only to current members of the RCI Exchange Programmes (including RCI Weeks and RCI Points) and to members of certain clubs that are serviced by RCI (Club Members). In order to book accommodation or travel services through **RCI TRAVEL** you as the person in charge of the party (“the party leader”) must give us details of your valid RCI or Club Membership.

**Please Note** - The terms of your RCI or Club Membership do not apply to the services provided by **RCI TRAVEL** and the booking services provided by **RCI TRAVEL** are separate to the exchange services provided as part of your RCI exchange or Club Membership.

### 1 Making a booking

**RCI TRAVEL** arranges bookings of hotels and travel arrangements as:

- A. Agents of the owners/providers of hotels, resorts and other accommodation (**owners**);
- B. Sub-Agents – meaning that we act as agents for other companies who act as agents for owners; and
- C. Agents for carriers and transportation companies (such as airlines, railways or ferry companies), for car rental companies, travel insurance providers and for any other service providers mentioned on our website (**service provider(s)**).

**When you book a stay through us (with us acting as agents or sub-agents for the owner) or arrange any travel or other services through us, you are entering directly into a contract with the owner or the service provider (whichever applies).**

As we always act as agents or sub-agents when taking your booking, we are **not liable** for any contract you enter into for your stay or for your travel services or for the acts, breaches or defaults of any owner or service provider or any other person connected with your booking(s).

Your contract will always be with the owner or the supplier of the travel service you have booked.

**We do not provide Packages or Linked Travel Arrangements as set out in the Package Travel and Linked Travel Arrangements Regulations 2018**

Your booking with us is subject to these booking conditions and to the specific terms and conditions of the owner and/or service provider you contract with. These will be made available on our website or on the service provider/ owner's website.

All bookings depend on the accommodation or the travel service you wish to book being available and to your being eligible to use our services.

The party leader must be at least 18 years old at the time of booking and a current RCI Member or Club Member.

By making the booking, you confirm that you are authorised to make the booking by all the other members of your party and that all other members of the party agree that the booking will be governed by these booking conditions. You, as the party leader, are responsible for making all payments due to us.

Your binding contract with the owner or the service provider will only begin when we have issued you with a written confirmation on their behalf.

This confirmation will show your booking details, including the amount you have paid. Please note that if we accept your payment into our bank account, it will not mean we have accepted a booking unless we have issued you with a written confirmation. Please do not make any other travel arrangements (such as flights or ferry travel) until we have issued you with a written confirmation of the booking of your accommodation (where you are booking it through us). We will give you your written confirmation by email. If you book with us online, we may acknowledge that we have received your booking request and then send you confirmation by email. If you book by phone, we will send your confirmation to you by email. It is your responsibility to check your emails regularly and to let us know about any change to your email address. **RCI TRAVEL** may refuse any booking before we send you your written confirmation. If we do this, we will tell you in writing and refund any money you have paid to us. In this case, neither we nor any owner or service provider will have any legal responsibility to you.

Please check the details of your confirmation carefully when you receive it. If you believe anything is wrong (including the amount charged, travel dates, location, service or traveller names) **please tell us immediately**. Please ensure that names are exactly as stated in passports. As we act only as a booking agent, we cannot be responsible for any errors in any documentation except where an error is made by us.

Even if we have sent a written confirmation, we have the right (on behalf of any owner or service provider) to cancel a booking where we believe that:- (i) you are likely to breach any of our booking conditions; (ii) you have breached any of your RCI Membership Terms or Club Membership Terms; (iii) you are not a current RCI or Club Member; (iv) information supplied by you in relation to your booking is incorrect ; or (v) you have behaved in a vexatious, abusive or unlawful manner to our staff or to owners or service providers. If we cancel your booking for any of these reasons, we will tell you by email and neither we nor the owner, or service provider will have any liability to you.

## **2 Payment**

When you book, you must pay the full cash amount due by debit or credit card in the currency we specify. Please note that your bank may make charges where you make a payment in a different currency to the one specified.

Certain discounts may only be accessible to current RCI Weeks Members for valid RCI Weeks Trading Power Units (**TPU's**). We will tell you where this option is available and the amount of TPU's that are needed to access the discounts. We will also verify that you have sufficient TPU's available.

Additional terms apply to any booking made by you where you choose to use TPUs or Points to access discounts. For RCI Weeks Members these additional terms can be found [\[here\]](#). For RCI Points Members these additional terms can be found [\[here\]](#).

If you do not pay any payment due in relation to your booking by the specified date we, on behalf of the owner or service provider will assume that you want to cancel your booking. In this case, your booking will be cancelled immediately and the provisions of section 5 (b) will apply as applicable. You may also need to pay additional charges. Please see section 5 (b).

There is no charge for debit or credit card payments.

Please note that we act as an agent and that all charges other than any booking fee (including cancellation charges) and refunds are made for and on behalf of the owner or the service provider. Except where otherwise stated (and including where we charge a booking fee) all monies you pay to us (except for money we are entitled to retain) will be collected and held by us on behalf of the owner or service provider and forwarded on to them in accordance with our agreement with them.

We have the right to charge a booking fee to you for providing our services. Where we do so, the booking fee will be set out in the price of any accommodation or travel service and will be detailed on your booking confirmation and invoice.

## **3 Pricing**

The prices charged by owners or service providers (whether in pounds, euros, dollars or otherwise) are under constant review and may be increased or reduced at any time. We or they may also correct mistakes in the pricing of unsold arrangements at any time. We will confirm the price of your booking when you make it.

All prices quoted or otherwise given to you include all charges (including any booking fee) and any taxes or government charges which may arise on your booking at the time it is made. You may however be required to pay any additional taxes that arise after your booking has been confirmed. We can pass on to you, in full, after we have confirmed your booking, all costs or charges the owner or service provider makes to us which are connected with your booking, including any price increases due to changes in the exchange rates of currency.

In some cases you may also be required to pay certain charges (such as residency taxes) on arrival at your destination. Where this is the case we will let you know and these charges will also be set out in the description of your accommodation or service.

#### **4 Website Details**

We aim to make sure that the information provided by owners and service providers is presented accurately on our website and in any other promotional literature or material we produce and provide. It is intended to present a general idea of the accommodation or travel service. Not all details of the relevant facilities or services can be included on our website. Furthermore, there may be small differences between the actual hotel/service and its description. This is usually because the owners/service providers are always aiming to improve services and facilities. Occasionally, problems mean that some facilities or services are not available or may be restricted. If this happens, we will tell you as soon as reasonably practical after we become aware of the situation. We cannot accept responsibility for any changes or closures to local services, facilities or attractions mentioned on our websites, in any owner or service provider website or in brochures, by our advisers, or advertised elsewhere. We make reasonable efforts to make sure that information we give you about your hotel/resort and its facilities or services, as well as travel services, is accurate and complete on the date given. We cannot accept responsibility for any inaccurate, incomplete or misleading information unless this was caused by our negligence.

We cannot be responsible for any information that appears on the website of any third party.

Please note in particular that where Wi-Fi is an advertised facility its provision is subject to availability and network conditions. It may not be available 24 hours a day and is provided for pleasure not for business purposes. Bookings should not be made if they are wholly reliant on the uninterrupted, unlimited provision of Wi-Fi.

#### **5 If you change or cancel your booking**

- a) **Changes.** If you want to change any detail of your confirmed booking please contact us by email. However changes are subject to the terms and/or agreement of owners/service providers and in many cases they may not be possible. **In particular, owners and service providers may treat changes to your dates or stay or travel arrangements as a cancellation of the original booking and so you will have to pay cancellation charges and/or pay again (potentially at a higher price) to re-book your arrangements.**

**Therefore we cannot guarantee that the owner or service provider concerned will be able to meet your change request.** Where a change is possible you may also have to pay administration charges to the owner or service provider.

- b) **Full cancellations.** If you have to, or want to, cancel your booking after it has been confirmed, you must contact either **RCI TRAVEL** (where indicated) or the owner or the service provider on the number(s)/ email addresses shown on your booking confirmation as soon as possible. If you fail to make a payment when due then we will also treat this as a request to cancel your booking. The specific cancellation terms applying to your booking are determined by the owner or service provider and you may have to pay a cancellation charge as set out in the owner or service provider's specific terms and conditions. The amount of any refund available to you will be

determined by the owner or service provider in line with their terms and conditions. **In the case of air travel in particular, refunds are unlikely to be available.**

Where you contact us by email to cancel your booking before *the close of the next business day after the day on which your booking was made* then any TPU's you used in connection with your cancelled booking will be credited back to you. If you cancel after this time TPU's used in connection with your booking will not be credited back to you.

- c) **Cutting short your stay.** No refunds are payable in the event that you cut short your stay.

## **6 Cancellations or changes by the owner or service providers**

The owners and service providers do not expect to have to make any changes to your booking. However, sometimes problems happen and bookings have to be changed or cancelled or mistakes on websites or other details corrected. Owners and service providers have the right to do so. If they do, we, on their behalf, will contact you (by phone if reasonably possible in the case of a significant change or cancellation – we will let you know about minor changes by email) as soon as is reasonably practical. We will explain what has happened and let you know about the cancellation or change. However, we will have no further liability to you as we act only as an agent.

## **7 Events beyond our control**

Unless they say otherwise in their booking conditions, neither we nor the owner, or service provider will be legally responsible either jointly or individually for any compensation if we or they are prevented from carrying out our responsibilities as a result of events beyond our control. This means an event we or they could not, even with all due care, avoid, including: (a) strikes or labour disputes; (b) natural disasters including earthquakes and volcanic events; (c) extreme weather events including flood, storm and snow (d) acts of terrorism, war, riot or civil commotion; (e) malicious damage; (f) keeping to any law or governmental order, rule, regulation or direction, including advice from the UK foreign office (or equivalent) to avoid or leave a country; (g) accident; (h) breakdown of equipment or machinery or failure of utilities; (i) insolvency or bankruptcy of an owner or service provider; (j) fire or explosion; (k) difficulty or increased cost in getting goods or transport; and (l) other circumstances affecting the supply of accommodation or services.

## **8 Our legal responsibilities to you**

RCI does not endorse any excursion guide, vendor or service provider and is not responsible to investigate the safety and suitability of any activity and the credentials or fitness of a guide, vendor or service provider. RCI expressly disclaims any liability to you for engaging in any activity and for any guide, vendor or service provider.

As we act only as agents or sub-agents for the owner or service provider, we cannot accept any legal responsibility for any act or neglect on their part or of anyone representing or employed by them. Nor can we accept any liability for any problems or faults with or in any property or travel arrangements as all properties and travel arrangements are only controlled and provided by the owners or service providers. Your contract is either with the owner or the service provider and is governed by their terms and conditions, which may contain other limits on their legal responsibility. Our responsibilities to you are limited to making and processing the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass

on to you in good faith (for example by proving a link or access to a third party website). If you have any complaints about any services we provide e.g. our booking service (as opposed to the accommodation or service provided by the owner, or service provider), you must let us know immediately in writing and in any event within seven days of the end of any arrangements booked through us. Unfortunately, we cannot accept any legal responsibility if you do not let us know. If we are found to be at fault in relation to any service we provide (as opposed to any service or accommodation provided by the owner, or service provider for which we are not responsible), we will not pay more than the commission or margin we have earned for the booking (or the appropriate proportion of this if not everyone on the booking is affected), plus any reasonable expenses caused by our fault you cannot recover from elsewhere.

We do not exclude or limit what we will be legally responsible for if death or personal injury is caused as a result of our negligence or that of our employees or where we have been found guilty of committing a criminal act.

## **9 Owners and service providers' terms and conditions**

The services which make up your holiday are provided by people, firms, companies and other organisations which are totally independent of us and for whom we act as agents or sub-agents. These include airlines, hotel owners, attraction providers and car rental companies and these service providers and owners provide services in line with their own terms and conditions.

These terms and conditions will limit or exclude their liability to you, often in line with international conventions which apply (for example, the Athens Convention for international travel by sea). You can ask for copies of these conventions and regulations from the service provider. The terms and conditions are on (or available through) our website or are available from the suppliers if you ask. We are not a carrier for the purposes of EU 1177/2010 – any queries or claims in relation to that regulation should be directed to your carrier.

## **10 Travel Insurance**

We strongly recommend that you take out suitable travel insurance to cover you for your total stay and travel. Travel Insurance provided by third parties may be available through our website.

It is your responsibility to make sure that the insurance cover you buy is suitable for you and is enough for your needs.

## **11 Disabilities and medical problems**

If you or any member of your party has any medical problem or disability that may affect your booking, please tell us before you confirm your booking and give us full details in writing as early as possible before you travel. If an owner or service provider reasonably feels unable to properly meet that person's particular needs, we can refuse or cancel the reservation on their behalf.

## **12 Your Hotel/Resort Stay**

Where you are staying in a hotel or resort the owner has terms and conditions which are likely to cover such matters as :- (a) The times of your arrival and departure and any payment or documents required on arrival; (b) Your Behaviour (c) Maximum Room Occupancy (d) The use and availability of

facilities (e) Pets and (f) Smoking. Please make sure you read and comply with these terms and conditions. If you do not do so this may result in your failure to access the room you have booked or your being required to leave.

### **13 Special requests**

If you have any special requests, you must let us know when you make a booking and confirm them by email. Although we will try to pass any reasonable requests on to the owner or service provider (whichever applies), we cannot guarantee that any request will be met. Confirmation that we have noted a special request or passed it on to the owner or service provider, or of the fact it is shown on your written confirmation or any other document, is not confirmation that the request will be met. If we or the owner or service provider fail to meet any special request, it will not mean we or they have broken your contract.

### **14 Complaints**

Because the contract for your stay and/or travel service is between you and the owner or service provider, you should put any queries or concerns to them. It is essential that you contact the owner, service provider or their representative immediately if any problem arises so that it can be sorted out as quickly as possible. It is often extremely difficult (and sometimes impossible) to sort out difficulties properly unless the owner or service provider is told promptly. If you discuss the problem with the owner or their representative during your stay or travel, it can usually be sorted out straightaway. In particular, complaints which would only be temporary (for example, complaints on how your room is prepared or the heating not working) cannot possibly be investigated unless registered during your stay.

Please help the owner/service provider to help you by raising any issues as quickly as possible and following their complaints process. If you fail to do so, this may affect any entitlement you have to claim compensation if this would be appropriate.

**As we act only as an agent for the owner or service provider, we cannot accept any legal responsibility for complaints about their services (including hotels and travel services). If we help to sort out a complaint, we are doing so as an agent only and have no legal responsibility to you for any refund or compensation.**

Please note that we offer an Alternative Dispute Resolution service can be accessed through the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>.

### **15 Governing law and jurisdiction**

Any dispute, claim or other matter which may arise in relation to your booking will be governed by English law and you agree that any dispute will be dealt with exclusively by the courts of England and Wales.

### **16 Communicating with you**

Please see our Privacy Notice which explains how we will process your personal data.

## **17 Passports and Visa Information**

A passport is likely to be required for all destinations that we feature. Many countries (such as the USA) also have specific Visa requirements.

Photo identification may be required by airlines and ferry companies even if you are travelling within the same country. Please check as soon as possible with your service provider. UK citizens can check their travel requirements at [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) and [www.gov.uk/knowbeforeyougo](http://www.gov.uk/knowbeforeyougo)

It is your responsibility to make sure that you and all members of your party have all the travel and health documents you need before you leave. You are responsible for paying all costs in getting these documents. You must make sure that you apply for a passport/visa/visa waiver in good time before your trip. If your failure to have or produce any travel, entry, health or other documents needed results in fines or charges which we or the owner or service provider have to pay, you will be responsible for refunding us. If you cannot travel or access accommodation because of such failure, neither we, the owner nor the service provider will be legally responsible to you. We can ask for any personal details, including passport or visa numbers, if we need to do so.

All transport operators, ports and airports need to see the passports of all those travelling when you leave or enter a country. You should allow enough time for this process when planning your journey. Some transport operators may also require you to provide advanced passenger information (API) to them before you arrive at airports or ports. You are responsible for providing this information for all passengers and we will not accept any legal responsibility if you fail to do so. You must check passport and visa requirements with the embassy or consulate of the country or countries you will travel to or through. Most countries have websites which display this information.

**Prices and booking conditions may be updated, changed or varied at any time after booking. Please see our website for the latest details.**

**Alliance Reservations Network LLC**

**7380 West Sand Lake Road, #360, Orlando, FL 32819, USA.**