

Agreement Terms & Conditions

Without prejudice to the generality of the go4Travel Terms & Conditions, the reservation for and purchase of products and/or services from go4Travel (part of icon4 Limited) are subject to the following terms and conditions and other terms imposed by our partners or affiliates from time to time. By effecting a reservation for or purchase of any product and/or service with go4Travel, you agree to be bound by the Terms and Conditions of Purchase specified in this Agreement and the respective partner/affiliates' terms as the case may be.

General Terms for Travel Agencies

1 INTERPRETATION

In these Conditions the following words shall have the following meanings.

"Agreement" means the agreement between the Travel Agency and go4Travel relating to the requests of services provided by Go4travel

Information on the Web Site, which shall be governed by these Conditions;

"Conditions" means the terms and conditions set out below;

"Agency" means a company that requests services offered by Go4travel

"Web Site" means the go4Travel website found at manager.go4Travel.net or any of the other registered domains in use;

1.1 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.3 Where the context dictates in these Conditions, the singular shall include the plural and vice versa and any gender includes the other gender.

1.4 Any reference to a Clause shall mean a clause of these Conditions.

2. TERMS OF SERVICE PROVIDENCE

2.1 Go4travel provides services available on the web site.

2.2 Prices for services are published on Go4travel official site (www.go4travel.net)

2.3 The Agency is advised about special cancellation terms and conditions if any exist additionally in written by contact email when confirming reservation.

2.4 Prices published on the official site of Go4travel leaves a right to change prices for the services

2.5 To buy services from Go4travel Agency should follow the following procedure:

First step: the Agency buys services from Go4travel

- Go4travel accept request for certain service from the Agency
- Go4travel confirms requested services or rejects request
- Go4travel invoices the Agency for the provided services

Second step: the Agency pays Go4travel for bought services according to Clause 3 of the present Agreement

2.6 Go4travel obliges to reply to the request made by the Agency within 24 hours (excluding weekends and bank holidays) for individual requests and within 72 hours (excluding weekends and bank holidays) for group requests.

2.7 The Agency guarantees sending request not later than 72 hours before guests' arrival.

2.8 The Agency can send amendments to the booking not later than 48 hours before arrival.

2.9 Terms for possible amendments to the group bookings are discussed additionally between Go4travel and the Agency in written by email

2.10 Requests, amendments and cancellation forms are an object of agreement between Go4travel and the Agency.

Informative and documental exchange between Go4travel and the Agency is made via email or fax.

2.11 All cancellations, amendments or requests sent by the Agency to Go4travel are considered to be official cancellations, amendments and requests that are subject to standard terms and conditions of Go4travel.

3. TERMS OF PAYMENT

3.1 The Agency pays to Go4travel according to the Invoice

3.2 Invoice is provided by Go4travel for every separate request after booking is confirmed.

3.3 The Agency pays for the services within 5 business days, but not later than 48 hours before the service start time.

3.4 Go4travel may elect to provide the Agency with a credit line at the request of the Agency. As soon as the total amount to be paid is off this limit, Go4travel invoices the Agency and the required amount is sent by bank transfer within 3 business days.

3.5 Go4travel leaves a right to cancel earlier confirmed services in case the payment is not received in time.

3.6 All payments made by bank transfer the Agency agrees to bear all bank fees.

3.7 Payments made by Credit card will incur a fee of 3%

4 TERM AND TERMINATION

9.1 The Agreement shall continue until terminated by either party giving to the other party notice in writing at any time.

9.2 The Agreement may be terminated forthwith by notice in writing by either party if the other party:

- (a) commits a material breach of the Agreement which is not capable of remedy;
 - (b) commits a material breach of this Agreement and fails to remedy it within 30 days after receipt of notice in writing from the other party; or
 - (c) enters into any compromise or arrangement with its creditors, or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a receiver, manager, or administrator is appointed in respect of the whole or any part of its undertaking or assets or if there is any similar or analogous event in any jurisdiction affecting that party; or
 - (d) ceases or threatens to cease to carry on its business or is otherwise unable to pay its debts as they fall due.
- 9.3 After expiry or termination of the Agreement for any reason go4Travel shall be entitled to immediately remove the Hotel Information from the Web Site.

5 GENERAL

- 5.1 Neither party shall be deemed to be in breach of the Agreement or liable for any delay or non-performance or for the consequences of any delay or non-performance of its obligations which is due to events beyond its reasonable control provided the party concerned has acted and continues to act reasonably and prudently to prevent and to minimize the effect of such causes.
- 5.2 The Agency will not without the prior written consent of «AddressBlock» go4Travel assign, novate, sub-contract or transfer the Agreement or any part of it to any other person.
- 5.3 go4Travel may without the prior written consent of the Agency assign, novate, sub-contract or transfer the Agreement or any part of it to any other person.
- 5.4 Notices under these Conditions may be served by personal delivery, by first class post, by facsimile or by email (provided that the email is confirmed by fax or letter within 48 hours).
- 5.5 Notices shall be deemed to be served:
- (a) on delivery when delivered personally; or
 - (b) on receipt of a printout confirming due transmission when transmitted by facsimile to the facsimile number notified by the other party; or
 - (c) on receipt of a "read receipt" or "acknowledgement receipt" or other evidence of transmission in the case of email; or
 - (d) two (2) days after mailing if sent by mail, provided the postage is properly paid and such notice is correctly addressed to the respective Party at its registered office, or such other address as shall have been notified to the other party in writing..
- 5.6 Nothing in the Agreement or these Conditions shall constitute or be construed as constituting a partnership or joint venture between the Agency and go4Travel nor shall authorize either party to enter into contractual relationships or incur obligations on behalf of the other party.
- 5.7 If any provision of the Agreement or these Conditions is held by any competent authority or a court of law to be invalid or unenforceable in whole or in part the remaining provisions of the Agreement and the provisions of these Conditions shall remain in full force and effect.
- 5.8 An entity which is not expressly a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement or these Conditions.
- 5.9 These Conditions and the Agreement represent the entire agreement between the parties relating to the placement of Hotel Information on the Web Site and supersede all prior agreements, arrangements and understandings relating thereto.
- 5.10 The Owner agrees that it will have no remedy in respect of any untrue representation innocently or negligently made by or on behalf of go4Travel prior to entering into the Agreement upon which the Owner relied in entering into the Agreement, whether such representation was made orally or in writing.

Force Majure

go4Travel shall not be liable for damages of any kind arising out of any failure or delay by go4Travel in performing any or all of our obligations contained herein or in respect of any product or service if the failure or delay is due to circumstances or cause beyond our reasonable control.

Severability

Any provision of this Agreement which is invalid, prohibited or unenforceable in any jurisdiction shall:

1. Be ineffective in that jurisdiction to the extent of the invalidity, prohibition or unenforceability;
2. Not invalidate the remaining provisions of this Agreement; and
3. Not affect the validity of that provision in any other jurisdiction.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of United Kingdom of Great Britain and you submit to the non-exclusive jurisdiction of the courts of England.

Agreement Signature

Properties/City :

Name :

Address :

Please confirm the bank details where any payments will be sent.

Owner Bank Details:

Signed Date