

## **RESERVATION TERMS AND CONDITIONS- UNIQUE HOTELS**

### **PART1:**

#### **INTRODUCTION AND GENERAL PROVISIONS**

Your reservation and the accommodation agreement made with a hotel within the Unique Hotels (whether made by you directly with Unique Hotels or via a third party such as a travel agent) will be subject to these Reservation Terms and Conditions and the Reservation Privacy Policy set out below.

When you make your reservation, whether online or by telephone, you will be deemed to have read, understood, and accepted these Reservation Terms and Conditions and the Reservation Privacy Policy.

If you make your reservation via a travel agent, or other third party, then you have a separate legal relationship with that party and Unique Hotels has no liability for any acts or omissions of such party including their observance of your data protection rights.

When you make your reservation, you will be also deemed to have read, understood, and accepted the terms and conditions for using the Unique Hotels website (which shall mean [www.uniquehotels.co.il](http://www.uniquehotels.co.il) or any related Unique Hotels web pages accessible from it) and any relevant terms and conditions shall be deemed to be incorporated into your reservation and the accommodation agreement with the Unique Hotels.

Unique Hotels does not own or manage any of the hotels which are current members of the Unique Hotels website.

Unique Hotels provides an online reservations facility on the Unique Hotels website and a telephone facility for making reservations at Unique Hotels (together called "the Reservations Facility") as an independent service provider and acts solely as an intermediary between you and the Unique Hotels.

Accordingly, your reservation and the accommodation agreement are made directly with the Unique Hotels. hotel of your choice and your use of the Reservations Facility will not result in any contractual relationship between you and Unique Hotels.

All information regarding rooms, facilities, products, and services offered at the Unique Hotels contained on the Unique Hotels website or otherwise available through the Reservations Facility has been provided to Unique Hotels by any Unique Hotels. Unique Hotels does not make any representation or warranty, express or implied, of any kind with respect thereto. Such information may be inaccurate as a result of renovation or repair at the Unique Hotels. The Unique Hotels website may also contain typographical errors or omissions.

As there will be no contractual agreement between you and Unique Hotels, and as Unique Hotels does not control or verify the information that Unique Hotels submit to or through the Reservations Facility, Unique Hotels shall not be liable to you for:

(i) the accuracy or completeness of any Unique Hotels information provided to or through the Reservations Facility including, without limitation, the availability or price of rooms, facilities, products, or services, or for any other errors or omissions of Unique Hotels; or

(ii) any failure or delay beyond its control in the transmission of any data submitted to or through the Reservations Facility including, but not limited to, the details of your reservation or changes to or cancellation of your reservation, in each case to the fullest extent permitted under applicable laws.

## RESERVATIONS PROCEDURE AND POLICIES

### Online reservations.1

The Unique Hotels website and telephone facility enables you to check the accommodation offerings and availability of Unique Hotels (and related products and services), as indicated to Unique Hotels by each Unique Hotels, and then submit an online or telephone reservation request via Unique Hotels to the Unique Hotel of your choice. On completion of the reservation process, the Reservations Facility will transmit an online or email confirmation of your reservation. A reservation is only valid when a reservation number has been issued. Relevant details relating to products and services must be confirmed by you directly with the Unique Hotels including, for example, airport pick up and drop off times.

### 2. Hotel Prices

The prices indicated on the Unique Hotels website and telephone facility for the Unique Hotels rooms, products and services are subject to availability. Breakfast is only included if indicated in the rate policy. Taxes and service charges are only included if indicated in the rate policy.

### 3. Payment

It will be necessary for you to provide credit card details to secure a room, product, or service reservation. The credit card may then be used by Unique Hotels for payment of a deposit as advised at the time of booking or as a guarantee for a future payment, in the case of a no-show, a cancellation or change to the reservation.

### 4. Cancellations and Amendments

You should make any cancellations or amendments to your reservation using the same Unique Hotels channel through which you booked, either online or by telephone. The cancellations and amendments policy that applies to your reservation will depend on the respective Unique hotel's policy as advised at the time of booking.

### 5. Rate/Reservation Validity

Reservation confirmations are provided to you solely for your convenience. Unique Hotels retain official records of reservation transactions, including details of dates of stay and room, product, and service rates. In the event of discrepancies, alterations, modifications, or variations between this confirmation and our official records, Unique Hotels official records shall prevail. Tampering with this confirmation to alter any

room, product or service rate or any other reservation information is strictly prohibited and will have legal consequences.

## 6. Early Departure

Some Unique Hotels and resorts have an early departure penalty fee and some room, product and service rates may also require a minimum stay. You may change your check out date without a penalty only if your rate and the Unique Hotels policy permits.

## 7. Currency

Reservations will be charged in the hotel's local currency as shown on the Unique Hotels website or given over the telephone at the time of booking. The price shown is based on today's exchange rate. Any currency conversion is for guidance only. A foreign currency transaction may be charged by your card provider. Any deposits or pre-payments will be deducted from the final reservation invoice in the hotel's local currency.

A refund of a deposit or prepayment, if any, will be subject to the exchange rate applied by your payment card provider at the time of any such refund and may differ from the exchange rate applied at the time such deposit or prepayment was made.

## 8. Rate Requirements

As some rates have special requirements at check-in, you should verify that you qualify for the rate that you have reserved. Unique Hotels are not obligated to honor this rate if you do not qualify or do not have proof of qualification.

## 9. Pre-paid Reservations

Some rate plans require prepayment in full and are non-cancellable, non-refundable, non-changeable and non-transferable. This will be identified in the rate description. For these rate plans, once you make a reservation your credit card will be charged for the full amount. Credit will not be given for any unused reservation and the amount paid by you for such reservation cannot be used toward any other/future reservation.

## 10. Guarantee Rules

For reservations guaranteed with a credit card at the time of making your reservation, rooms are held until the Unique Hotels check-out time on the day following the day of arrival. The Unique Hotel may authorize the room, product or service rate prior to arrival and reserve funds, including taxes, on the credit card to determine the validity of the credit card. Rooms, products or services booked with an invalid credit card are subject to immediate cancellation.

## 11. Overbooking

In the event that a guest cannot be accommodated due to the Unique hotel overbooking or an unforeseen circumstance, the hotel will attempt to accommodate guests, at its expense, at a comparable property in the area for the night(s) for which

the SLH hotel is unable to accommodate such guests and will pay for transportation to that property.

## 12. Special Requests

Unique Hotels will strive to honor any request for specific room types or bed types and some Unique Hotels will confirm such arrangements at the time you make your reservation. Until specific confirmation is issued then your request cannot be guaranteed and neither Unique Hotels nor the Unique hotel can guarantee that your request will be honored.

## 13. Pets

If you plan to travel with your pet, we recommend that you confirm directly with Unique Hotels or the hotel that the hotel does accept pets. Unique Hotels accepts no responsibility for the pet policy at any individual SLH hotel. Specific pet policies may require a damage/cleaning deposit at the time of check-in which may be non-refundable.

## 14. External services

The Unique Hotels website and telephone facility or the hotel at which you stay may advertise the opportunity to purchase products or services from independent third-party suppliers ("independent suppliers") including, by way of illustration only and without limitation, excursions, yacht charters and ski passes ("external services"). The following provisions apply to all external services:

(i) All information on the Unique Hotels website regarding external services has been provided to Unique Hotels and your hotel by the independent suppliers. Such information does not constitute any endorsement or recommendation of the external service by Unique Hotels or your hotel and is for general guidance only. Neither Unique Hotels or your hotel makes any representation or warranty, express or implied, as to the nature, quality, cost or any other aspect of the external services and it is your responsibility to check all relevant details of the external services with the independent supplier prior to purchase or booking.

(ii) Unique Hotels and hotels act solely as intermediaries introducing independent suppliers. Your contract for any external services will be made directly with the relevant independent supplier and neither Unique Hotels or your hotel has any other involvement in or control over the provision of external services. Consequently, neither Unique Hotels or your hotel will have any liability to you for the warranties, representations, acts, errors, omissions, breaches or negligence of any independent supplier or for any accidents, personal injuries, death, loss of or damage to property or any other losses, damages, costs or expenses resulting, directly or indirectly, from your purchase or use of any external service, to the fullest extent permitted under applicable laws.

It is your responsibility to check that, where appropriate, the independent supplier has adequate public liability insurance for the external service and/or to ensure that you and any dependents or associates using the external service have adequate personal insurance cover against all foreseeable risks.

## 15. Guest's obligations

You agree to the terms and conditions of purchase imposed by Unique Hotels and each Unique hotel. You also agree that you are fully responsible and shall pay for all charges, fees, duties, taxes, assessments, and other amounts arising out of your reservation when due, including additional taxes and fees that may not be included in the quoted rate.

You understand that any violation of any Unique hotel's conditions may result in cancellation of your reservation and you forfeiting any monies paid for such reservation and any Unique hotel debiting your account for any costs it incurs as a result of such violation.

## 16. Privacy and data protection

Our Reservation Privacy Policy (set out below) will apply to your reservation and forms part of these Reservation Terms and Conditions.

## 17. Intellectual Property Rights

Any copyright and other intellectual property in the content and materials on the Unique Hotels website remains with Unique Hotels or the relevant Unique hotel. Downloading, copying, or otherwise using any material on the Unique Hotels website is permitted only for private use and limited to the sole purpose of making an SLH hotel reservation.

## 18. Force Majeure

Neither Unique Hotels nor any Unique hotel will be liable for any change or cancellation of any reservation that is caused, in whole or in part, by events, occurrences, or causes beyond the control of Unique Hotels or any Unique hotel. Such events, occurrences, or causes include, without limitation, acts of God, terrorist activities, weather, strikes, lockouts, riots, acts of war, earthquake, volcanic activity, ash clouds, tsunamis, fire, and explosions.

## 19. Limitations

Neither Unique Hotels nor any Unique hotel nor other providers of products or services related to the Reservations Facility are responsible for communication malfunctions, failures, difficulties or lost, stolen, or misdirected transmissions, messages or entries, or the security of any such communications to the fullest extent permitted under applicable laws. Further, neither Unique Hotels nor any Unique hotel nor any other providers of products or services related to the Reservations Facility are responsible for incorrect or inaccurate entry information, whether caused by user(s), by any of the equipment or programming associated with the Reservations Facility, or by any technical or human error that may occur in the processing of any information related to the Reservations Facility and shall not be liable for damages resulting from any of the foregoing to the fullest extent permitted under applicable laws .

Unique Hotels and any Unique hotel may cancel or modify reservations where it appears that a user has engaged in fraudulent or inappropriate activity or under

other circumstances where it appears that the reservations contain or resulted from a mistake or error.

## 20. Governing Law

These Reservation Terms and Conditions are governed by the laws of Israel and the courts of Israel shall have exclusive jurisdiction in relation to any dispute in relation thereto.

## 21. Contact Details

Unique Hotels, Kibutz Shefayim, Israel.

Any queries arising from these Reservations Terms and Conditions should be sent by email to: [info@uniquehotels.co.il](mailto:info@uniquehotels.co.il).

## PART 2: RESERVATION PRIVACY POLICY

This Reservation Privacy Policy provides you with information about the personal data Unique Hotels collects in connection with the reservation at your chosen Unique hotel, why we need to collect it, how it will be used, who it will be shared with and your rights in relation to it.

The personal data Unique Hotels collects

In order to complete your reservation and arrange its fulfilment Unique Hotels needs to collect the following personal data as part of the reservation process:

your first and last name.

your email address.

your country of residence

details of your payment card including the card number, cardholder name, expiry date and CVV number.

You may also, if you wish, provide Unique Hotels with:

your postal address (home or business);

preferred contact telephone number.

The personal data you provide Unique Hotels in the course of the reservation process will be referred to in this Reservation Privacy Policy as the Reservation Data.

How Unique Hotels uses the Reservation Data.

Unique Hotels will be the data controller of the Reservation Data.

It is necessary for Unique Hotels to process the Reservation Data so that the contract for your hotel reservation can be fulfilled and to take all necessary steps that

involves including transmitting the Reservation Data to the relevant Unique hotel which may be outside the European Economic Area.

Unique Hotels has appointed a third party (outside the European Economic Area) to process the Reservation Data.

In relation to any transfers of the Reservation Data outside the European Economic Area necessary to complete and fulfil the reservation, Unique Hotels has put in place all necessary legal, technical, and organizational measures to ensure the protection of the Reservation Data, details of which can be obtained on request from Unique Hotels (info@uniquehotels.co.il).

Unique Hotels will only share the Reservation Data with its appointed data processor and with the relevant Unique hotel.

On receipt of the Reservation Data the relevant Unique hotel will also become a data controller of the Reservation Data and will use it for all purposes necessary to fulfil your reservation including contacting you prior to your stay. Your Unique hotel will not use the Reservation Data for any purpose other than fulfilling your reservation and will need your specific consent to use it for any other purpose.

Unique Hotels and the relevant Unique hotel will only store the Reservation Data for as long as is necessary to fulfil your reservation. The Reservation Data will be destroyed, anonymized and/or deleted once your reservation has been fulfilled and all payment and administrative matters have been completed.

#### Your rights

You have the following rights in relation to the Reservation Data:

to request access to the Reservation Data by an email request to (reservation@uniquehotels.co.il);

to request that the Reservation Data be amended or deleted although that may mean your reservation cannot be fulfilled.

#### Unique Hotels as Data Controller

Unique Hotels is the data controller responsible for the Reservation Data. .

Our registered office is at Kibutz Shefayim, Israel.

### PART 3: THE UNIQUE HOTELS SALE TERMS AND CONDITIONS

Please note, the payment must be paid in full at the time of booking and is non-changeable and non-refundable. Offer cannot be combined with any other promotion and payment cannot be made using any Unique Hotels Gift Certificate. Savings are against the Best Available Rate. The discount only applies on participating hotels and on bookings made within the promotional period and cannot be applied on existing bookings. This offer is strictly subject to hotel availability during the promotional period and may be withdrawn by Unique Hotels at any time before the advertised book by time and date. Please refer to full reservation terms and conditions at time of booking.