



November 2020

## Terms and Conditions

### FIT Webconnect

#### GENERAL INFORMATION

These Terms and Conditions set forth herein apply to the FIT website ('webconnect') of Go West Tours, owned, operated, licensed, and controlled by Go West Tours Inc and to any URL linked to it.

By using, accessing or browsing through the website, and/or by utilizing any of the services advertised, you signify your acceptance of these Terms and Conditions.

If you do not agree to these Terms, please do not use, access or browse the website and/or its services. Moreover, please note that Go West Tours reserves the right, at its sole discretion, to revise, modify, change, or remove portions or all of these Terms and Conditions, at any time.

#### PREMISE & VOCABULARY

- ❖ 'GWT' act as intermediary in the provision of travel services made available to its clients through online channels and consultants;
- ❖ the 'USER' is a Travel Agency/Tour Operator that organizes and sells travel services to its customers and wish to appoint GWT as its non-exclusive agent for that purpose;
- ❖ 'WEBCONNECT' is the web platform of the FIT department of Go West Tours. It advertises accommodation, activities, transportation and other services on behalf of independent suppliers.
- ❖ 'LINKED URLs' are web platforms, documents and other material accessible through webconnect.

The USER agrees to be bound by these Terms and Conditions and agrees that they apply to each and every log-in to GWT website.

#### ACCESS TO SERVICES

Access to webconnect is granted by GWT through the activation of user-specific log-in credentials. These can be changed by the USER at any time by emailing: [fit@gowesttours.com](mailto:fit@gowesttours.com).

Rates and conditions, accessed through webconnect, will only apply to the USER, provided that it acts as intermediary as stated in this agreement.

The services offered through the GWT website are valid for FIT rates only.

GWT reserves the right to cancel reservations in the event of suspicions of a Group booking. Group reservations are individual reservations of more than ten rooms.

Blocking accommodation reservations with a view to future sales is not permitted. GWT reserves the right to cancel all reservations made with such a purpose without accepting any responsibility whatsoever for doing so. Additionally, the USER undertakes and guarantees not to make direct contact with any accommodation establishment or any provider of GWT with the purpose of negotiating better fees by using the prices shown by GWT.

The access code is strictly confidential, personal and non-transferable, and can only be used by the USER and may not under any circumstance be assigned, given or transferred to any third party, for which the USER assumes full responsibility. The USER will be responsible for the appropriate use of the access codes provided and will request for them to be changed when an employee with access to the codes ceases to form part of the USER workforce, or when there is suspicion of fraudulent use of the codes. If the misuse, communication or transfer to third parties of the access code is proved or suspected, or if the access code has not been used for a prolonged period of time, or when a failure to comply with any of the clauses stated in this agreement occurs, GWT will be entitled to deny access and to cancel any existing reservation made by the user of this access code.



GWT reserves the right to:

- ❖ modify the access codes and keys, having first informed the USER;
- ❖ deactivate the log-in credentials in the event of improper use by the USER;
- ❖ suspend access to webconnect or any other URLs linked to it due to maintenance work, for network security reasons or as a result of force majeure, with no obligation to compensate the USER in any way for the period during which access is suspended.

#### **PAYMENT AND INVOICING CONDITIONS**

The USER will pay all the amounts to be invoiced to GWT at least 15 (fifteen) days prior travel date. If the reservation is made 14 (fourteen) days prior travel date, this must be paid in full at the time of booking.

Payment must be made according to the instructions provided in the booking confirmation/invoice.

- ❖ Payments via **wire transfer** must include the booking Reference # in the wire description. Wire transfers must be free of charge for Go West Tours; Any commissions charged by the banks on international wire transfers are beyond GWT's control; as such, GWT will not be responsible for any such commissions.
- ❖ Payment via **credit card** must be processed directly on webconnect and are subject to a 3% increase for processing fees.

Any condition of payment other than that set out above will be agreed on by means of a specific Payment Agreement, between USER and GWT sales representative.

GWT issues an invoice for each booking; this will be sent via email in the form of a booking confirmation. A list of service(s) booked can be downloaded directly from the booking page on webconnect at any time. GWT must be informed of any discrepancies relating to invoices via email ([fit@gowesttours.com](mailto:fit@gowesttours.com)), with an explanation of the reasons, within 10 days after the booking is 'Confirmed'. Any disagreement communicated once this period has elapsed will not be given consideration.

Payments must be made in the currency that appears on the invoice.

In the case of bulk payment via wire transfer, the USER shall email the details of the invoices paid (including GWT booking number) to [receivable@gowesttours.com](mailto:receivable@gowesttours.com). In the event of this information not being provided, GWT will be entitled to assign payment of the most backdated invoices.

If the reservation is not paid for in the manner or timeframe indicated, thus failing to comply with the established requirements, GWT will be entitled to automatically cancel the reservations. In this case, the USER will not be entitled to file a claim with GWT for the service provision or any other form of compensation for said cancellation.

#### **CANCELLATION AND NO-SHOW**

All cancellations must be managed through webconnect or through any of the URLs linked to it. Should this not be possible, they can be sent via email to [fit@gowesttours.com](mailto:fit@gowesttours.com), indicating passenger's names and booking number.

GWT will send confirmation of receipt and will indicate all of the resulting applicable charges, if any, once the cancellation is considered to have been effectively made.

In general terms, most cancellations made at least 120 hours before travel date will not generate any charge; however, during high season or depending on the establishment, charges for the full amount of the original reservation may be made or advance notice of more than 72 hours may be required for the cancellation. The USER is invited to look at the Cancellation Policies and details stated on webconnect or on any URLs linked to it.

A no-show by the end customer without prior warning will be categorized as a cancellation. The costs may range between the first night and 100% of the reservation amount.



If a confirmed and paid service is cancelled, for whatever reason and the USER is eligible to a full or partial refund, the reimbursement will be offered in the form of a credit note and can be used for any future booking made online or through a GWT travel specialist.

#### **LIABILITY**

GWT purchases transportation, accommodations and other services directly from various independent suppliers or through Third Party operators. These are not subject to its full control. Each of the suppliers is subject to the laws of the country in which the tour takes place. Go West Tours cannot, therefore, be liable for any personal injury or property damage that may occur due to (1) any act or omission of such a supplier; or (2) defects or failures of any aircraft, train, vessel, automotive vehicle or other means of transportation that is not under its control.

By using webconnect, users agree to release Go West Tours from any and all liability in connection with any personal injury or property damage due to such occurrences.

GWT has adequate insurance cover to carry out its commercial activity and will apply all reasonable measures available to it so that its providers accept the responsibility of providing compensation for any eventual claims that end customers may file with regard to the services provided.

In the event of a complaint or claim, the USER is not authorized to discount any amount payable to GWT without the prior written consent of said party. Under no circumstances will GWT accept agreements reached between the USER and the claimant without its prior consent.

GWT will not handle any claims with the provider that has not been made by the traveler during their stay at the establishment.

All information disclosed on webconnect or any of its linked URLs is provided in good faith; as such it is the most up-to-date information possible, and GWT cannot be held responsible if said information, or any part of it, is not complete. In the event of a detected error, GWT reserves the right to cancel any reservation made under the incorrect name and to refund the money paid by the customer, without any resulting responsibility for GWT.

GWT will not be held responsible for the correct provision of the service in the event of an occurrence of Force Majeure, which is defined as any circumstance beyond the control of the end providers of the services at destination that cannot be overcome and which have not been caused or provoked by the provider (e.g. earthquakes, fires, floods, acts of terrorism, epidemics, wars, civil disturbances, insurrections, national emergencies, etc.). GWT will not be held responsible, where applicable, of the costs and expenses of the new accommodation offered as an alternative, including, among others, differences in prices, transport costs, etc.

The USER will be held responsible and must oversee compliance with any international sanctions, embargoes and restrictions when selling the services offered by GWT to its customers.

In certain cities, or in some types of hotel establishments or resorts, additional fees may apply (e.g. "resort fee", "city tax" or a similarly named fee). Unless included in the net rate offered by GWT, these must be paid locally by the end customer.

#### **MISCELLANEOUS**

##### **Data protection & confidential information**

GWT will use and store the personal data provided by the USER needed to provide the service contracted, and may transfer said data to third parties for that purpose.

GWT guarantees the security and confidentiality of any personal information sent by the USER by managing personal and confidential information in compliance with the European General Data Protection Regulation (GDPR) 2016/679



At any time the interested party may exercise their rights of access, rectification, cancellation and objection to the use or storage of their personal information via e-mail: [fit@gowesttours.com](mailto:fit@gowesttours.com).

“Confidential information” refers to any information in any form (written, verbal, visual, recorded, electronic or by inspection) that is directly or indirectly provided by or on behalf of one of the parties (the “communicating party”) to the other party or any of its representatives (the “receiving party”) and which is declared as confidential (or a similar assignment) that is reasonably considered to be confidential information, subject to property rights, or in general not public information.

Confidential information includes, but is not limited to, commercial rights, know-how (which includes all technical knowledge, components, prototypes, experience and methods of either of the two parties, in the form of drawings, written descriptions, technical components or other forms of representation), plans, access codes, business data, prices, sales conditions and/or any other information relating to the business activity of the communicating party, including the existence of this agreement. Confidential information also includes all information referring to the information provided by the parties before this agreement is signed.

The receiving party undertakes to:

- ❖ receive and maintain the confidentiality of the confidential information for which it is responsible;
- ❖ make every effort to protect and safeguard confidential information from any loss, theft, destruction or similar;
- ❖ not to reveal, disseminate, publish or communicate any confidential information, either directly or indirectly, partially or in its entirety, to any third party without the explicit written consent of the communicating party;
- ❖ limit the internal distribution of confidential information received to those people who have a need to know and an obligation to protect the agreement;
- ❖ not to use the confidential information, or any part of it, as a basis for designing or creating any method, system or process that is similar to any method, system or process contained in the confidential information, unless explicitly authorised to do so in writing by the communicating parties;
- ❖ not to carry out any reverse engineering, disassembly or reverse compilation of any prototype, software, information exchange or any other objects containing confidential information.

Any other use of commercial information beyond this contractual relationship will be considered a breach of contract.

#### **Use of cookies**

Accessing the online system may involve the use of cookies, although webconnect may function without their use. Cookies are small files containing information stored in the browser so that the server can recognise certain data that only the server is able to read. Cookies only function for a certain period of time. Cookies cannot extract any information from the user’s hard drive or steal any personal information.

#### **Modifications**

Any modification or amendment to this agreement must be made in writing and will be disclosed through GWT website.

#### **Copyright**

All contents of the website are protected by copyright. No content in the website can be copied or reproduced for any commercial or non-personal purpose. No transfer or grant of any rights under any names, marks or logos is made or is to be implied by any provision of these Terms or by any other provision contained in the Site.



**Changes to the Site, right to shut down, deny or limit access**

Go West Tours reserves the right to limit or revoke anyone access to this Site in its sole discretion, at any time, and for any reason, including, but not limited to technical difficulties or violation of these Terms. Users acknowledge and agree that Go West Tours has the right, at any time and for any reason, to redesign or modify the organization, structure, specifications, "look and feel," navigation, features and any and all other elements of the Site or any part thereof.

**Dispute resolution**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the state of California.

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*Go West Tours recommend its Users to save their own copy of these Terms and Conditions in a separate file on their PC or in printout form*

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