Terms and Conditions

These terms and conditions, as may be amended from time to time, apply to all our services directly or indirectly.

By accessing and using our website through any platform and/or by completing a reservation, you acknowledge and agree to have read, understood and agreed to the terms and conditions set out below.

These pages, the content and infrastructure of these pages, and the online hotel reservation service provided on these pages and through the website (the "service") are owned, operated and provided by Genesis Group AG ("Genesis Group AG", “DIALOQ”, "us", "we" or "our") and are provided subject to the terms and conditions set out below.

Prevailing language for the purposes of this document is English.

1. **Our Contractual Relationship With You**

Through the website we (Genesis Group and its affiliate (distribution) partners) provide an online platform through which hotels (including all types of accommodation) and Accommodation Suppliers (hereafter referred to as "suppliers") can advertise their rooms for reservation.

By making a reservation through DIALOQ, you enter into a direct contractual relationship with us.

1. **The information on our website including the rates and availabilities**

The information that we disclose is based on the information provided to us by the suppliers. As such, the suppliers are fully responsible for updating all rates, availability and other information which is displayed on our website.

Although we will use reasonable skill and care in performing our services we will not verify or guarantee that, all information is accurate, complete or correct, nor can we be held responsible for any errors, any interruptions of our website or otherwise, inaccurate, misleading or untrue information or non-delivery of information. Each hotel supplier remains responsible at all times for the accuracy, completeness and correctness of the (descriptive) information (including the rates and availability) displayed on our website. Our website does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level or rating of any hotel made available.

1. **Use of the Website**As a condition of your use of this Website, you warrant that (i) you are at least 18 years of age; (ii) you possess the legal authority to create a binding legal obligation; (iii) you will use this Website in accordance with these Terms of Use; (iv) you will only use this Website to make legitimate reservations for you or for another person for whom you are legally authorized to act; (v) you will inform such other persons about the Terms of Use that apply to the reservations you have made on their behalf, including all rules and restrictions applicable thereto; (vi) all information supplied by you on this Website is true, accurate, current and complete. We retain the right at our sole discretion to deny access to anyone to this Website and the services we offer, at any time and for any reason, including, but not limited to, for violation of these Terms of Use.
2. **Prices**

The prices on our site are highly competitive. All prices displayed include the room charge for your entire stay for all the guests mentioned in the voucher. It also includes the VAT and Hotel Service Charge, unless stated otherwise.

Our prices do not include, City Tax ( if any ), The resort fee ( if any ) and other ancillary room charges .

Please note that a small number of hotels charge a resort fee. The hotels ask for these to be paid directly by customers upon check in. When known these will be listed within the description of the hotel or when selecting your room option.

You are responsible for payment of any charges levied for use of any ancillary services provided by the hotel, which are not covered by the quoted room rate. Such services could include facilities such as telephone calls, laundry service, security safe, room service, newspapers, plus damages and any other fees levied by the accommodation provider for the use of amenities. Therefore, you are likely to be asked to pay a deposit when you arrive at the accommodation, which will normally be applied to a credit card, in order to cover supplementary charges that may be incurred by you during your stay.

1. **Payment**

For the users of our services we need to receive the full cost of the booking immediately before confirming your reservation.

Failure to receive clear funds shall result in an automatic cancellation of chosen reservation.

In case of insufficient funds on credit card, user will be informed with “Payment failed” message by reservation system.

1. **Cancellation**

By making a reservation with us, you accept and agree to our cancellation and no-show policy for each hotel. The cancellation rule of each hotel is made available on our website at the hotel reservation pages, during the reservation procedure and in the confirmation email and voucher.

Please note that certain rates or special offers are not eligible for free cancellation or change. Please check the room details thoroughly for any such conditions prior to making your reservation.

If you do not inform us that you wish to cancel a booking by check out date and no person shows up to check in at the hotel you will incur 100% of the cost of the booking.

In case of cancellation a refundable booking before stated deadline, fund return to your credit card can take up to 5 working days.

1. **Change of Reservation Detail**

Any change in booking details including but not limited to change of guest names, adding extra guests, change of dates, change of hotel, change of room type and change of board type is dependent on each booking.

Unfortunately we are not able to guarantee any of these changes due to our contractual agreement with our hotel suppliers.

In the event that you need to make any of above changes, we would put your request to the relevant hotel supplier or the hotel. We cannot guarantee that they will fulfill your request but they may be able to do it possibly for an extra charge.

Alternatively you can make a new booking with us and cancel your previous booking. Please note that you may have to pay a cancellation charge which is stated in a refund policy of current reservation and any new booking is subject to new rates and availability as our system is constantly updated by hotel suppliers.

It is recommended that you check the booking conditions before you cancel or make any new reservation.

1. **Disclaimer**

Subject to the limitations set out in these terms and conditions and to the extent permitted by law, we shall only be liable for direct damages actually suffered, paid or incurred by you due to an attributable shortcoming of our obligations in respect to our services, up to an aggregate amount of the aggregate cost of your reservation as set out in the confirmation email (whether for one event or series of connected events).

However and to the extent permitted by law, neither we nor any of our officers, directors, employees, representatives, subsidiaries, affiliated companies, distributors, affiliate (distribution) partners, licensees, agents or others involved in creating, sponsoring, promoting, or otherwise making available the site and its contents shall be liable for

* (i). any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim,
* (ii). any inaccuracy relating to the (descriptive) information (including rates, availability and ratings) of the hotel as made available on our website,
* (iii). the services rendered or the products offered by the hotel,
* (iv). any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, pursuant to, arising out of or in connection with the use, inability to use or delay of our website, or
* (v). for any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, whether due to (legal) acts, errors, breaches, (gross) negligence, willful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the hotel (its employees, directors, officers, agents, representatives or affiliated companies), including any (partial) cancellation, overbooking, strike, force majeure or any other event beyond our control.
1. **Links to Third Party Web Sites**

Our Website contains links to Websites operated by parties other than the Company. Those links are provided to you for your reference and convenience only. These third-party Websites and advertisers, or internet advertising companies working on their behalf, sometimes use technology to send or serve the advertisements that appear on our Websites directly to your browser. We do not own or control the content of those Websites and are not responsible for their content or your use of them. We do not endorse the content of any of those Websites.

1. **Room Types**

Please make sure to enter the correct total number of people (including infants and children) when searching and booking an accommodation.

Otherwise you may be refused access to the accommodation or charged an additional amount.

(a) Single rooms - Single rooms and twin/double bedded rooms for sole occupancy are available in most hotels. Single rooms are generally smaller in size and less conveniently located.

(b) Twin/ Double rooms - Hotels may occasionally allocate a twin room even though a double room is reserved, or vice-versa. If the room type is of paramount importance to you then we suggest that you contact us and we will ensure that this request is passed to the hotel. In many hotels, the double rooms are made up of two single beds pushed together to make a double bed.

(c) Extra beds/Triple rooms - Hotels may provide triple room facilities, which have foldable or rollaway beds, as opposed to standard single beds. A triple room often contains 1 double bed plus a single or rollaway bed or three separate beds, one of which may be a rollaway bed. Either may result in a room of restricted space.
Extra beds may be provided for children between the ages of 2 and 12 years and the rate quoted may or may not include this to be free. This will depend on every hotel's policy. Usually children over the age of 12 years will be charged as an adult and a triple room rate applies if sharing with two parents and they receive an extra bed included in the price. Children under the age of 2 years are regarded as an infant and a cot, if requested and available, will be provided at the hotel free of charge.