



TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS OF SALE

GENERAL INFORMATION

This site is published by TELDAR TRAVEL, a simplified joint-stock company with capital of 298,000 Euro, entered in the Nanterre Trade and Companies Register with No. 519 693 071, with its registered office at 82 rue Henri Farman, 92130 Issy-les-Moulineaux, France.

ARTICLE 1 - DEFINITIONS AND SCOPE OF APPLICATION

1. 1.

Definitions

Terms and expressions beginning with a capital letter shall have the meaning provided hereinafter for the purpose of the present General Terms and Conditions of Sale.

The definitions hereinafter shall have the same meaning regardless of whether they appear in the singular or in the plural.

"Customer" means a customer of the User, who is the beneficiary of the Services.

"Order" means any reservation made and confirmed by the User on the "www.teldartravel.com" website.

"General Terms and Conditions" means the present General Terms and Conditions of Sale.

"Specific Conditions" means the contractual conditions specific to each Service offered by the Service Provider (whatever their designation: "Conditions and restrictions" etc.), which can be accessed on the Site prior to confirmation of each Order.

"Special Agreement" means any contract signed between TELDAR TRAVEL and the User or his/her representative making specific provisions that deviate from the present General Terms and Conditions.

"Service Provider" means service providers (hoteliers).

"Service" means accommodation services offered on the Site, as well as ancillary services.

"Site" means the website accessible at the address "www.teldartravel.com".

"TELDAR TRAVEL" means the TELDAR TRAVEL company, a simplified joint-stock company with capital of 298,000 Euro, entered in the Nanterre Trade and Companies Register with No. 519 693 071, with its registered office at 25-29 Rue Anatole France, 92300 Levallois Perret, France.

"User" means any travel agent or travel services professional who browses the Site, to gain familiarity with it and/or to place an Order for one or more Services offered on the Site.

1.2. Scope of Application – Acceptance

Ordering Services is a facility reserved for only those Users who are familiar with the General Terms and Conditions in their entirety and who have accepted the said terms and conditions by checking the box or clicking on the hypertext link provided for this purpose. In the absence of such acceptance, it is impossible for the User to proceed with the ordering process.

Consequently, the User acknowledges that, by placing an Order with TELDAR TRAVEL, s/he has become familiar with, has accepted, without reservation, and is bound by the present General Terms and Conditions, to the exclusion of any other document and, in particular, of any counter-proposal made by the User and not expressly agreed by TELDAR TRAVEL, subject to the applicable provisions of the Specific Conditions and Special Agreements.

The present General Terms and Conditions may only be modified by TELDAR TRAVEL Special Agreements. In the event of a conflict between the General Terms and Conditions and TELDAR TRAVEL Special Agreements, the latter shall prevail.

Service Providers' Specific Conditions apply to the offer and provision of Services and to any other document with regard to Services, in accordance with the same procedures as provided by the General Terms and Conditions. Acceptance of the Specific Conditions by the User is effected when an Order is made. Thus, the User acknowledges that by placing an Order with TELDAR TRAVEL, s/he has obtained prior knowledge of, accepted without reservation and is bound by the Specific Conditions.

TELDAR TRAVEL reproduces the Specific Conditions as provided to it by Service Providers and may not, under any circumstances, be held liable for any differences with regard to the Specific Conditions.

The General Terms and Conditions are valid from 1st April 2010 and may be amended at any time, without notice, it being understood that such modifications are applicable to Orders placed only after the date of amendment: the User absolutely must consult and accept the General Terms and Conditions when placing an Order, to ensure consultation and acceptance of the provisions currently in force.

ARTICLE 2 – PURPOSE

On the Site, TELDAR TRAVEL operates a centralized reference platform with descriptions and availability information for hotels. The Site constitutes a technological interface allowing Users to supply information on Services offered to Customers directly or indirectly by Service Providers, and enabling the User to reserve the said Services with the Service Providers by placing an order on TELDAR TRAVEL platform.

TELDAR TRAVEL offers the User a tool to enable him/her to reserve a Service on behalf of his/her Customers, whilst TELDAR TRAVEL aims to ensure that such Orders and payment therefore are communicated to the Service Provider; thus such Orders are taken into account and accepted by the Service Provider through TELDAR TRAVEL as intermediary.

Such Orders are given effect by provision of a voucher (see Article 3.2 Placing, Amending and Cancelling Orders hereinafter). Consequently, TELDAR TRAVEL acts solely as an intermediary between the Service Provider and the User and cannot be considered as acting as reseller of the Service Provider.

Under no circumstances does TELDAR TRAVEL constitute a travel agent within the meaning of the article L211-1 of the French Tourism Code.

ARTICLE 3 - ORDERS

3.1. Capacity – Site Use

The purpose of the Site is to help the User to research Services and to place Orders that s/he wishes to place. The User must have legal capacity to enter into contractual agreements and to use the Site in compliance with the General Terms and Conditions.

A user name and password shall be provided by TELDAR TRAVEL to enable connection to the Site. The said password enables online reservation and cancellation of Services. It is strictly personal and confidential and providing the password to other Users or to third parties shall constitute a violation of the present General Terms and Conditions.

Except in the event of fraud, in which case the User is required to supply evidence thereof, the User bears financial responsibility for operations that s/he makes on the Site and, in particular, for all use made employing his/her user name and password. Similarly, the User shall, at all times, ensure the veracity and accuracy of his/her information provided on the Site and/or to TELDAR TRAVEL.

In the event that such information proves to be wrong, incomplete or out-of-date, or in the event of fraudulent use of the Site or use in breach of the present General Terms and Conditions, TELDAR TRAVEL reserves the right, without notice or compensation, to suspend or close the User's account and to refuse him/her future access to all or part of the Services offered by TELDAR TRAVEL.

3.2. Placing, Amending and Cancelling Orders

The TELDAR TRAVEL reservations system is intended for Users and must be used exclusively for individual Customers. Orders can be made for a maximum of 6 persons & 9 persons for groups.

Dividing groups into individual orders is not permitted. TELDAR TRAVEL reserves the right to cancel reservations added to the system by the User where these seem to it to constitute reservations for groups rather than for individuals and for Orders which appear to it to have the sole objective of blocking rooms absent the genuine intention to reserve them.

In any case, Orders are not firm and definitive until their acceptance by TELDAR TRAVEL and subject to full payment and encashment of the purchase price in accordance with the provisions stipulated at Article 4.2 of the present General Terms and Conditions.

Confirmation of the Order (its acceptance), which includes its key elements, such as identification of the Service/s ordered and the price, is indicated to the User at the end of the Order process and given effect by a voucher which should be provided to Service Provider as proof of the Order having been placed. However, an Order does not become firm until full payment and encashment of the price of the Service.

All terms for cancellation, correction of Orders and/or refund are directly accessible on the Site prior to Order and are also provided on the confirmation of Order.

Subject to more favourable Specific Conditions offered by a Service Provider prior to Order, any amendment (change of departure or return date, destination, accommodation) or any cancellation made by the User shall entail, with the exception of force majeure events, payment and retention of 100 % of the price of the Service.

All amendments and cancellations must always be effected by means of the Site. Access to the message by TELDAR TRAVEL or by the relevant Service Provider shall constitute evidence of arrival in the event of delays, amendment or cancellation. To be valid, cancellations must be made via the Site (using the tab "My Reservations") or by telephone to **+ 33 (0) 820 202 297** (open Monday to Friday from 9.30 a.m. to 6.30 p.m. CET).

In the event that a refund to the User is agreed, sums previously paid shall be the object of an asset to be applied to the sums due to the User by TELDAR TRAVEL.

Delays to air, rail or other ground travel which lead to late registration under the circumstances provided for in the Specific Conditions shall not release the User from his/her obligation to meet the financial cancellation conditions set out in the present General Terms and Conditions.

3.3. Evidence

It is expressly agreed that, unless in the event of clear error on the part of TELDAR TRAVEL of which the User shall adduce evidence, data stored in the information system of TELDAR TRAVEL and/or its Service Providers shall have probative force in terms of Orders made by the User. Data stored on computer or electronic device shall constitute valid evidence and, as such, is admissible under the same terms and with the same probative force as any document done, received or maintained in writing.

ARTICLE 4 – FINANCIAL CONDITIONS AND METHOD OF PAYMENT

4.1. Pricing and Taxes

Descriptions of Services presented on the Site are supplied by Service Providers. They specify, for each Service, the features included in the price. Prices are provided in Euro. Prices are deemed determinative upon confirmation of the Order.

Service prices are understood to include all taxes, fees and expenses for the relevant service. Fees and expenses for the Service correspond to the costs associated with the Services ordered by the User, borne by the Service Providers; notably, indirect taxes (VAT and other similar taxes) and other expenses necessary to process the User's orders.

Certain taxes or additional expenses (tourist tax, resort fee, visa fee and/or tourist card, etc.) may be imposed by the authorities in certain countries. Such taxes or additional expenses are not included in the Service price. Additional taxes, where in existence, are chargeable to the User of the Customer and may need to be paid on the spot.

Unless otherwise expressly set out in the Specific Conditions, the price of accommodation Services indicated on the Site is calculated on the basis of the number of nights stayed and not on the basis of the number of full days.

TELDAR TRAVEL is entitled to alter the price of a service after order confirmation only in the event of changes to taxes, VAT or other factors outside its control.

Furthermore, generally, and unless otherwise specified to the contrary in the Specific Conditions or the Special Agreement, the following are not included in the price: all expenses of a personal nature or incidental to the service provided, such as insurance, excess baggage fees, vaccination costs, laundry expenses, telephone expenses, drinks, room service, tips, charges for excursions and use of sports facilities, and, more generally, any service not expressly included in the confirmation of Order. Customers must pay any additional expenses owing directly to the Service Provider. TELDAR TRAVEL shall not, in any case, pay Service Providers for the personal expenditure of Customers. The User undertakes to draw his/her Customers' attention to pricing conditions and features.

4.2. Payment

Payment for the price of Services purchased by the User must be made upon confirmation of the Order by TELDAR TRAVEL, it being recalled that performance of every Service is subject to full payment and encashment of the corresponding price, subject to different stipulations in the Special Agreement.

Unless otherwise stipulated in a Special Agreement, payments made via the Site shall be effected either by direct debit or by bank card (Blue Card, Visa, Eurocard/Mastercard and American Express are accepted) by means of the secure payment system.

In the event that payment is identified as irregular, incomplete or non-existent, on account of a reason attributable to the User, the Order of Services shall be deemed not to have been confirmed, resultant costs charged to the User and TELDAR TRAVEL reserves the right to take any action that, where applicable, may be brought against the User for compensation for detriment suffered.

ARTICLE 5 – OBLIGATIONS OF THE USER

5.1. Requirements

The User undertakes to become familiar with and to communicate to its Customers any administrative and/or health requirements necessary to enjoy the Service purchased. It is incumbent upon the User to meet such requirements - police, customs and health requirements - by means, in particular, of obtaining a passport, national identity card, residence card, parental permission, visa, medical certificate, vaccination card, and the User or its Customer, as the case may be, shall bear any expenses thereby incurred.

5.2. Accommodation Services

Room occupancy

The User undertakes to make sure of the Specific Conditions applicable to room check-in and check-out and to room classification and to inform the Customer of the same.

Classification

It is incumbent upon the User to check the comfort level attributed to the hotel and featured in the description supplied by the Service Provider which is accessible on the Site. Furthermore, the User undertakes to advise the Customer that the classification is established with reference to local standards in the host country and may, thus, differ from French standards.

Meals

The User undertakes to make sure of the Specific Conditions with regard to meals and to inform the Customer of the same.

Local Taxes

The User must make sure that no supplementary local tax is imposed by the authorities in the Customer's destination (tourist tax, resort fee, etcetera.) which must be paid on the spot. Where such taxes are imposed, these shall be chargeable to the User or his/her Customer and TELDAR TRAVEL may not be held liable to pay the same under any circumstances.

5.3. Children

Note: in certain hotels, the child shares the bed or beds of the 2 adults.

On site, upon request by the Customer, an extra bed may be provided depending on availability within the hotel (and a supplement may be charged on site).

5.4. Location of the hotel

Distances are calculated "as the crow flies" between the hotel site and the relevant tourist site/ airport / town. They do not necessarily reflect actual distances.

ARTICLE 6 – OBLIGATIONS OF TELDAR TRAVEL

For every step in the Order process (access to the Site, browsing, placing an Order, reservation with the Service Provider, voucher printing, etcetera.), TELDAR TRAVEL has an obligation towards the User, to the exclusion of any other party, to engage its best efforts and this applies to the procedure of presenting offers by the Service Provider and to receiving and communicating reservations and pricing for Services.

ARTICLE 7 – USER SERVICES AND COMPLAINTS

A telephone number, available 24 hours per day and 7 days per week, is provided on the voucher for any urgent situation arising at the destination. Examples: over-booking, the hotel cannot find the reservation, the transfer agent is not at the meeting point, the quality of service provided does not match the services reserved, etcetera.

Complaints should be addressed by the User to TELDAR TRAVEL by registered letter with proof of delivery within seven (7) days of the end of the stay.

ARTICLE 8 - WARRANTY

8.1 Site Use

No guarantee is provided to the User in terms of:

the absence of anomalies, errors and bugs likely to affect navigation of the Site or use of any function offered on the Site; or in terms of the possibility of correcting such anomalies, errors or bugs; or in terms of freedom from interruption or breakdown of Site functionality; or in terms of compatibility of the Site with particular equipment or configurations.

Hypertext links on the Site enable the User to be redirected to other internet sites with the sole objective of facilitating the User's research.

In any case, the User declares his/her familiarity with the characteristics and limits of his/her connection to the internet, in particular, its technical capabilities, response times when browsing, searching or downloading data and the risks associated with communication security.

8.2 Presentation of the catalogue

The liability of TELDAR TRAVEL is limited to the reproduction of information supplied, except where proven that TELDAR TRAVEL has deliberately rendered such information erroneous.

No guarantee of accuracy is given with regard to the online information.

In particular, no guarantee is given to the User with regard to the correctness of the videos, photos and illustrations in providing the User with an insight into the Services offered.

8.3. Other

No other guarantee is provided by TELDAR TRAVEL to the User or to any other party concerned, in particular, in relation to performance of Services.

ARTICLE 9 – INTELLECTUAL PROPERTY

All features of the Site, whether visual or audio, including their underlying technology, are protected by copyright law, the law governing design rights, patent law and database law.

The said features and technology are the exclusive property of TELDAR TRAVEL and/or the Service Providers. Any use of the same constitutes a violation and may engage the civil and criminal responsibility of its agent, unless authorised by TELDAR TRAVEL in advance and in writing.

For this purpose, TELDAR TRAVEL grants the User a right of reproduction consisting of one print-out and/or download of the data and information consulted.

The User undertakes not to input, by any means whatsoever, data likely to modify or affect Site contents or presentation of the Site. Any hypertext link to the Site, of whatsoever type, must receive prior authorisation by TELDAR TRAVEL, acting for and on the account of the holder of the right concerned.

ARTICLE 10 - LIABILITY

10.1 Performance of the Service

TELDAR TRAVEL being an intermediary between the User and the Service Provider, it assumes no liability for the execution of the Services between the User or his Customer and Service Provider. In this respect, TELDAR TRAVEL is in no way liable for any faults committed by either party. In this context, It is the responsibility of the User and his Customer to refer in particular to the general terms and conditions, the cancellation conditions, the personal data management policy and the internal regulations of the Service Provider.

Services Providers are liable for the Services, and in particular for the reception conditions and cleanliness of the accommodations. In this respect, TELDAR TRAVEL does not carry out cleanliness and security audit of the Service Providers, except prior request subject to additional pricing by TELDAR TRAVEL.

Consequently, the liability of TELDAR TRAVEL cannot, in any circumstances, be engaged on account of non-performance or poor performance of all or part of the Services provided, nor for any third party damage or detriment, whether direct or indirect, of a business or financial nature, deriving from the non-performance or poor performance of all or part of the Services provided.

Any complaint or claim concerning the Service (including the tariff), the conditions or special requests of the User or his Customer will be dealt with the Service Provider, TELDAR TRAVEL being in no way liable for these complaints and claims, or for the Services, and declining all liability in this respect.

In the event that the reservation has to be cancelled due to government restrictions or travel constraints, the User and his Customer will contact the Service Provider to determine the terms and conditions of any refund or credit notes.

TELDAR TRAVEL can not in any way be led to proceed to a refund without the prior, express and written agreement of the Service Provider.

10.2 Site Use

The User undertakes to release TELDAR TRAVEL from all liability for detriment resulting from use of the Site, whatever the cause of such detriment.

Without restricting the import of the other provisions of the present General Terms and Conditions, TELDAR TRAVEL may not be held liable, in particular, for damages resulting from loss, alteration or fraudulent access to data, accidental transmission via the service or email of viruses or other harmful elements resulting from the conduct or actions of a third party or of another User.

TELDAR TRAVEL may not, under any circumstances, be held liable for direct or indirect damages or non-pecuniary losses, whether foreseeable or not (including lost profit or loss of a chance) resulting from the provision and/or use or total or partial impossibility of use of functions of the Site.

10.3 Force Majeure

TELDAR TRAVEL may not be held liable for non-performance or delayed performance of its obligations where this is the direct or indirect consequence of a force majeure event, in particular, or of a cause or situation falling outside the reasonable scope of its control, subject to the provisions of Article 14.

Without limiting the generality of the foregoing, circumstances in which the liability of TELDAR TRAVEL may not be engaged are as specified hereinafter: force majeure events, outbreak of hostilities, riot, civil disturbance, administrative decisions, including those hindering travel, pandemic, epidemic, terrorist acts, revolution, act by a government or official body (including, but not limited to, refusal or revocation of a license or permission), fire, flood, lightning, explosion, fog or inclement weather, interruption or breakdown of public services (including, but not limited to, electricity, gas, water or telecommunications), renovation undertaken by a Service Provider, industrial action, lock-out, boycott, embargo, blockade.

10.4 Limitation of liability

Without prejudice to any claims or liability that may be established against TELDAR TRAVEL, in application of the legal and contractual provisions, it is recalled that the liability of the latter is in any case strictly limited to its obligations defined in these general conditions as defined in article 2 purpose. Under no circumstances can it be held liable for any indirect and/or immaterial damage, such as loss of profit, operating loss.

In this respect, the liability of TELDAR TRAVEL is strictly limited to the direct detriment suffered by the User in accordance with the reservation on the Site, to the exclusion of all other detriment suffered by any other third party, including the Customer.

With regard to the User, the detriment suffered may not exceed the amount of the Service concerned and in any event the insurance ceiling covering the loss.

ARTICLE 11 - TERMINATION

In the event of infringement by the User of any one of the provisions in the present General Terms and Conditions, TELDAR TRAVEL reserves the right, without notice or compensation, to terminate the User's account, to delete his/her data and files and to block his/her access to data or files or to prohibit the User from accessing all or part of TELDAR TRAVEL services, without prejudice to the right of TELDAR TRAVEL to initiate legal proceedings.

TELDAR TRAVEL reserves the right, without notice or compensation, to modify or suspend the service, temporarily or permanently. The User acknowledges that TELDAR TRAVEL cannot be held liable in the event of modification or suspension of the service.

ARTICLE 12 – CONFIDENTIALITY

TELDAR TRAVEL and the User agree to treat as strictly confidential all information, of whatsoever nature and on whatever medium, communicated by one party to the other in the context of performance of the reservation service governed by the present General Terms and Conditions, except for information in relation to which the party in receipt can prove:

that it was already in his/her possession prior to receipt from the other party; or

it was, on the date of signature of the present General Terms and Conditions or prior to such date, already in the public domain; or

it was communicated to him/her by a third party in good faith without the third party demanding confidentiality in regard to it.

Each of the parties shall take every possible measure to ensure respect for the duty of confidentiality and undertakes not to divulge, to any physical or moral person, either directly or indirectly, confidential information obtained in the context of the present General Terms and Conditions and/or to reproduce or to use them, either for its/ his/her own account or on behalf of a third party, for any purpose other than implementation of the present General Terms and Conditions.

Each of the parties undertakes not to communicate confidential information received except to members of its own staff tasked with participating in the implementation of the present General Terms and Conditions who shall have been informed of the confidential nature of the said information.

Obligations subscribed to by the parties in the context of the present Article shall continue upon expiry of the present General Terms and Conditions for a period of a further 2 years.

ARTICLE 13 – PROCESSING PERSONAL DATA

In the context of this article, terms « Personal Data », « Controller », « Processor », « Data Subject », « Process » and « Joint Controller » have the same meaning as that provided for in the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of Personal Data and on the free movement of such Data (« GDPR »).

13.1 Process executed by TELDAR TRAVEL as Controller related to Orders

In the context of the Orders, TELDAR TRAVEL is brought to process Customer's Personal Data transmitted by User. Individually or jointly, TELDAR TRAVEL and User (hereafter "Party" or "Parties") expressly acknowledge and declare :

- Neither Party process Personal Data in the name and on behalf of and according to the instructions of the other Party;
- They do not jointly determine the purposes and means of Personal Data Processing.

In consequences, Parties acknowledge that :

- Neither Party is Processor of the other Party;
- They are not Joint Processor;
- They both act separately and individually as Controller, on the process they carry out for their own sake.

13.1.1 Source and categories of Personal Data

User transmits to TELDAR TRAVEL Personal Data related to his Consumers, strictly necessary for Orders realization.

For Orders realization, TELDAR TRAVEL agrees and accepts to receive Personal Data transmitted by User, being understood that the transmission of Personal Data is carried out by means of the Site.

13.1.2 Parties' obligations

13.1.2.1 Parties' common obligations

Parties respectively undertake to:

- 1) Comply with the provisions of the Personal Data protection legislation in force applicable to them;
- 2) To provide reasonable mutual assistance in the performance of their respective obligations under applicable Personal Data protection legislation.

13.1.2.2 Specific obligations of User

User undertakes to transmit to TELDAR TRAVEL:

- 1) Personal Data faithfully collected;
- 2) To the extent possible, accurate and up-to-date Personal Data.

13.1.2.2 Specific obligations of TELDAR TRAVEL

TELDAR TRAVEL undertakes to:

- 1) Process Personal Data strictly for the realization of Orders;
- 2) To respect the rights of the Data Subjects and process their request to exercise their rights in accordance with the requirements of the Personal Data protection legislation in force;
- 3) To respond to any notification made by the User concerning the correction or deletion of Personal Data or the limitation of the Processing carried out at the request of a Data Subject, in accordance with the requirements of the Personal Data protection legislation in force;

- 4) To inform Data Subjects about the Processing it carries out on their Personal Data and their rights in relation, in accordance with the provisions of the Personal Data protection legislation applicable to the indirect collection of Personal Data in force;
- 5) To implement appropriate technical and organizational security measures to ensure the security and confidentiality of Personal Data.

TELDAR TRAVEL also undertakes to process the Personal Data transmitted by User only for purposes compatible with those for which they were transmitted, except with the prior and express consent of User and Data Subjects.

13.2 Processing implemented by TELDAR TRAVEL as Controller within the framework of the management of the User file

Within the framework of these Terms and Conditions and in order to ensure their proper management, TELDAR TRAVEL is led to process the Personal Data of the User's employees and representatives who are natural persons.

TELDAR TRAVEL undertakes to process User's employees and representatives Personal Data, in accordance with the regulations in force relating to the protection of Personal Data, as well as its Personal Data Protection Charter, accessible on its website at address www.gekko-holding.com, which is an integral part of the present document. User undertakes to inform his staff collaborating with TELDAR TRAVEL of the provisions of this article.

ARTICLE 14 – GENERAL PROVISIONS

The fact that TELDAR TRAVEL does not rely, at one time or another, on one of the provisions in the General Terms and Conditions may not be construed as a waiver of its right to rely on the same provision in future.

Where one of the provisions of the present General Terms and Conditions is null or void, it shall be declared invalid, without the validity of the other provisions being affected thereby, unless the provision declared null and void was indispensable and determinant.

Any force majeure event making performance of the Service impossible, including interruption of telecommunications, industrial action by travel agents, hoteliers or air traffic controllers shall exempt TELDAR TRAVEL from its obligations which are affected by the force majeure event. Services that are not performed on account of a force majeure event shall give rise to a refund.

ARTICLE 15 – APPLICABLE LAW AND COMPETENT JURISDICTION

The present General Terms and Conditions, and, more generally, the Special Agreement that the User concludes with TELDAR TRAVEL, are subject to French law. All litigation relating to their interpretation and/or implementation shall fall within the jurisdiction of the Paris Commercial Court.

ARTICLE 16 – ALTERNATIVE ACCOMMODATION

In the event of force majeure, the hotel reserves the option of accommodating the customer for all or part of his/her stay in a hotel of an equivalent category for similar services - all costs incurred by such transfer shall be borne by the chosen hotel.