



Article 1: Definitions

For the purpose of these General Terms, the terms shall have the following meaning:

daydreams:

Mercury SAS is registered in France under number [SIRET] 833 745 128 00011, VAT FR89833745128, 69 rue de l'Assomption 75016 PARIS. Mercury SAS UK office is located in Lincoln House, 300 High Holborn; LONDON, WC1V 7JH. Mercury SAS is hereafter referred to as daydreams UK and is licensed to sell hotel vouchers and annual daydreams card in the United Kingdom.

Member:

The consumer or business who purchases a Hotel Voucher/ Annual Membership Card online via daydreams.

Agreement:

The Agreement between daydreams UK and the Member regarding the purchase of one or more Hotel voucher(s)/Annual Membership Card(s).

Hotel voucher:

The right to spend a maximum of 3 nights (per voucher) in a daydreams UK partner hotel during which the member commits to pay the advertised half-board price directly at the selected hotel, based on availability.

Annual Card:

The right to stay for an unlimited number of nights in daydreams UK partner hotels for 12 months following the purchase of the card, during which the member commits to pay the advertised half-board price directly at the selected hotel, based on availability.

Article 2: Agreement Terms & Conditions

- 2.1 All services and offers provided by daydreams UK to the Member, including the sale and digital delivery of Hotel Vouchers and Annual Membership Cards, special offers and promotions, are governed by the Terms and Conditions of this Agreement. These Terms and Conditions also apply to agreements signed between daydreams UK and third parties whom daydreams UK rely upon to implement its programme in the United Kingdom.
- 2.2 There are no exceptions to the Terms and Conditions of this Agreement concerning the purchase of a Voucher/Annual Membership Card unless previously agreed in writing by daydreams UK and if so, only in exceptional circumstances.
- 2.3 daydreams UK acts as an intermediary during the booking process between the Member and the partner hotel, enabling the completion of a reservation, subject to availability. There is no financial transaction between daydreams UK and the Member during the reservation process or post reservation. The Member pays the partner hotel directly and thus, enters into a separate agreement with the partner hotel, which is not covered by the Terms and Conditions of this Agreement.
- 2.4 The Member is responsible for the personal information and data supplied when purchasing a Hotel Voucher/ Annual Membership Card from daydreams UK. Should the Member notice that incorrect information has been provided and isn't correctly displayed on the Voucher/ Annual Membership Card, she/ he should immediately contact daydreams UK. daydreams UK shall endeavour to make the required changes at no extra cost to the Member, within reason.
- 2.5 Purchased Hotel Vouchers cannot be returned and reimbursed. If the Member is unable to use a Hotel Voucher before its expiry date, she/he has the option to offer it to a friend, colleague or family member or extend its validity, for an additional payment. The Member should notify daydreams UK at least 30 days before the expiry date of the Voucher.
- 2.6 Should daydreams UK have any doubt about the accuracy or the validity of the personal information and/or the means of payment/bank account provided by the Member, daydreams UK reserves the right to withhold the Hotel Voucher/ Annual Membership Card until it is confident that the information is accurate. daydreams UK shall inform the Member accordingly.
- 2.7 Changes to the General Terms and Conditions shall be posted on the website of daydreams UK and apply to the current and new Agreement(s).

Article 3: Delivery, risk and loss and theft

- 3.1 Unless otherwise stipulated, upon receiving the payment, daydreams UK shall immediately digitally send the Hotel Voucher / Annual Membership Card to the email address provided by the Member.
- 3.2 daydreams UK shall not be responsible or liable for the loss, theft or misuse of a Hotel Voucher / Annual Membership Card by the Member. The Member shall be responsible for checking the timely digital receipt of the Hotel Voucher/ Annual Membership Card once the order has been completed. The Member must report the non-delivery of a Hotel Voucher / Annual Membership Card to daydreams UK within 48 hours of the order being confirmed.

Article 4: Hotel Prices, information, payments.

- 4.1 The prices, descriptions and availability published on the daydreams UK website are provided by partner hotels and accepted by daydreams UK in good faith. daydreams UK is not responsible for any inaccurate information such as and not limited to, the location of the property, the in-house amenities and facilities, the restaurant menu and the rates supplied by partner hotels. daydreams UK shall however endeavour to keep the information provided on its website as up to date and accurate as possible.
- 4.2 Hotel prices published on the daydreams UK website include overnight stay rates per person on a half board basis (breakfast and dinner). They exclude country and/or local tourist taxes, additional food and beverages consumed on the premises and any additional charges.
- 4.3 The purchase and payment of daydreams UK Hotel Voucher / Annual Membership Card is fulfilled and completed through the process described by daydreams UK on its website.
- 4.4 The hotel booking payment process following the completion of a reservation by the Member is stipulated in clause 2.3.

Article 5: Liability, force majeure

- 5.1 daydreams UK shall not be held liable for partner hotels failure to comply with the Agreement, nor shall it be held responsible for partner hotels lack of availability on the Member's requested date(s).
- 5.2 daydreams UK shall however endeavour to resolve any dispute between a hotel partner and the Member by contacting the partner hotel as soon as a query or complaint has been received.
- 5.2 Should a failure to comply be imputed to daydreams UK, daydreams UK shall endeavour to resolve the issue/ dispute as soon as possible. daydreams UK shall not under any circumstances financially compensate the Member.
- 5.4 daydreams UK shall not be liable for any failure to provide the services highlighted in this Agreement if the failure is caused by force majeure. By way of example force majeure includes, but is not limited to, war, revolution, terrorist act, closure of borders, epidemic, natural catastrophe or other causes that seriously affect both parties and in particular the place where the accommodation provider is located as well as the country of origin of daydreams UK and other unforeseeable causes beyond daydreams UK control.

Article 6: Intellectual property, privacy

- 6.1 The daydreams UK website is protected by intellectual property rights which are the exclusive property of daydreams UK. The content of the website, including but not limited to texts, data, downloadable products, graphic data, images, audio, videos, logos, pictograms or HTML code, is protected by copyrights, trademark rights and/or any other intellectual property right and remain the property of daydreams UK or daydreams UK third party partners.
- 6.2 The Member is not permitted to forge or reproduce a Hotel Voucher / Annual Membership Card with the intention of re-using it. The Agreement does not include the transfer of any intellectual property right from daydreams UK to the Member.
- 6.3 Upon the conclusion of this Agreement the Member understands and acknowledges that she/he has read the daydreams UK privacy policy, as published on the daydreams UK website and agrees with all the terms and conditions of the Agreement.

Article 7: Warranty, Complaints

- 7.1 Complaints/queries relating to missing or incorrect information on a HotelVoucher/Annual Membership Card and/or a reservation request, must be submitted within 48 hours to daydreams UK in writing and with an accurate and detailed description of the query. Should a complaint relate to a stay in a partner hotel, the Member should submit the complaint in writing and with an accurate and detailed description of the complaint within 8 days or getting home. daydreams UK only legal obligation is to forward the complaint to the relevant hotel / location. daydreams UK may, after careful evaluation and in consultation with its daydreams European partners, take steps to temporarily suspend or remove a partner hotel from the programme for repeat non-compliance or for a failure to provide the standard of accommodation or food advertised on the daydreams UK website.

Article 8: Disputes, legislation and courts of jurisdiction

- 8.1 All disputes, including those that are only qualified as such by one party, with regard to, deriving from or related to the Agreement to which these terms and conditions are applicable, shall be governed in accordance with the laws and courts of England.