

Booking Conditions

In these Booking Conditions, "you" and "your" means all persons named on the booking form (including anyone who is added or substituted at a later date). "We", "us" and "our" means Quality Villas of 325 High Street, Berkhamsted, Hertfordshire, HP4 1AL, UK.

1. GENERAL

We act as agents for the owners of the accommodation ("the Owner(s)"). We accept no liability in relation to any contract you enter into for the accommodation or for any services you purchase ("arrangements") or for the acts or omissions of any Owner or supplier(s) or other person(s) or party (ies) connected with any arrangements. For all arrangements, your contract will be with the Owner. We are not a property management company. We/the Owner reserve the right to refuse a booking without giving any reason.

2. HOW TO BOOK

2.1 You must contact us before making a booking to obtain confirmation of availability. Subject to availability, and on your request, a provisional reservation will then be made. The following must then be sent to us within 24 hours:

- (a) The completed and signed booking form: the person who signs the booking form certifies that he/she is authorised to agree the Booking Conditions on behalf of all persons included on the Booking Form, including those substituted/added at a later date. The signatory must be a member of the party occupying the property and must be 18 years or over. Bookings cannot be accepted from parties of young people less than 18 years of age.
- (b) The payments referred to in clause 3.1 below.
(NB: Payment MUST be made by credit/debit card within 24 hours of the provisional reservation being made. Failure to meet this requirement may result in a cancellation of the provisional booking).

3. PAYMENT

- 3.1 A non-refundable deposit of a third (33%) of the rental cost must be paid within 24 hours of making your provisional reservation.
- 3.2 The balance must be paid not less than 9 weeks prior to your arrival at the Property. This must be accompanied by a credit card pledge as described in section 6.
- 3.3 We, on behalf of the owner, are entitled to treat your booking as cancelled if you fail to pay the balance on time. (See Cancellation, clause 8)
- 3.4 Bookings taken within 9 weeks of your arrival at the property must be paid in full.

4. CONTRACT

- 4.1 Once we have received your payment, we will confirm your booking by issuing a confirmation invoice on behalf of the Owner. This invoice will be sent to the party leader [or your travel agent]. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.
- 4.2 A binding contract between you and the Owner will come into existence upon issue of your confirmation invoice.

5. RENTAL

- 5.1 The prices given are in sterling and the rental price is weekly, per property, unless otherwise stated.
- 5.2 Some Owners will only accept bookings for a minimum of two weeks.
- 5.3 Properties are let fully furnished and equipped. The price for all properties includes linen, towels (except pool towels) and cleaning services. Additional services and any exceptions are clearly stated in the individual property description.
- 5.4 The owner reserves the right to make changes to and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware at the time of booking.

6. SECURITY DEPOSIT

- 6.1 Clients are required to pledge a security deposit by way of credit card authorisation for the cost of any damages or breakages to, or at the property, any additional cleaning, the cost of telephone and/or other service/utilities that are not included in the rental price. Security Deposit prices vary from property to property and are indicated on the website and will be confirmed to you at the time of booking. This pledge can be via credit card or debit card. We require an authorisation to deduct any charges from your card.
- 6.2 Credit card authorisations are normally cancelled within three weeks of your return from holiday, unless deductions are required, however delays may be caused whilst waiting for utility bills or proof of damage.
- 6.3 The cost of utilities and/or other services used by you or any damage caused by you will be deducted from your credit/debit card. If the security deposit amount that is specified in our pricing is not sufficient to cover the cost of such utilities and/or services or damage, the Owner is entitled to recover any additional costs from you and you agree to indemnify the owner against such additional costs.
- 6.4 Some damages may not be immediately obvious to the Owner upon your departure. The Owner reserves the right to charge you for any damage noted in the property after your departure.
- 6.5 We reserve the right to hold the card authorisation for longer than 8 weeks if there is a dispute over damage, or we are awaiting bills/proof of damage.
- 6.6 Any complaint regarding a debit from your card should be addressed directly to the Owner. We cannot accept any responsibility or enter into any negotiations regarding this aspect of your contract with the Owner. We act on the instruction of the owner.

7. ALTERATIONS/CANCELLATION BY THE OWNER

In the unlikely event of a significant change or cancellation of your booking by the Owner, we will inform you as soon as possible. If requested and if available we will try to offer you alternative accommodation of a similar type, price, standard and location. A refund of all monies paid by you is alternatively available.

8. CANCELLATION BY YOU

- 8.1 Any cancellation by you (for whatever reason) must be in writing. (Including email or fax). The effective date of cancellation is the date we receive written notification. Cancellation is subject to the Owner's cancellation policy which is as follows.
- 8.2 If you cancel 9 weeks or more prior to your arrival at the property you will lose your deposit.
- 8.3 If you cancel less than 9 weeks before your arrival at the property or the booking is cancelled due to your non-payment, the Owner shall be entitled to the full cost of the holiday from you.
- 8.4 Comprehensive travel insurance that includes cancellation insurance is a requirement of booking, please see clause 24. In the event that you should cancel your holiday, no refund will be made (by us or the owner) but you may be able to submit a claim under your travel insurance policy. In event of difficulties, please call us and we will discuss this with you.
- 8.5 Many credit card providers offer free travel insurance when making purchases on their cards. Please note that often these policies offer a very basic level of cover and usually not cancellation cover. Please verify these details with your card provider if you intend to use this.

9. YOUR RESPONSIBILITIES

- 9.1 You must keep the property and all furniture, fittings, facilities, equipment and grounds in the same state of repair and condition as at the commencement of the holiday, and in the same state of cleanliness and general order in which it was found. You will be responsible for the payment of any breakages, loss or damage to the property caused by you. (We recommend that you take out adequate insurance to cover this). The Owner reserves the right to make deductions from your credit/debit card security deposit for any extra cleaning, over the number of hours committed to departure cleaning, and to claim against you for damage or loss, the cost of which exceeds the security deposit.
- 9.2 The parking of caravans/pitching of tents at the property is strictly forbidden.

10. NUMBER OF PEOPLE USING THE PROPERTY

Only the number of persons stated in the brochure may use the property unless otherwise agreed with us on behalf of the Owner. The maximum numbers of people, including infants allowed at the property may not be exceeded. The Owner has the right to terminate hire without prior notice and without refund or compensation if the numbers are exceeded. A pro rata sum will automatically be deducted from your credit/debit card security deposit for any additional adults/children.

11. ACCESS

The Owner or their representative shall be allowed access to inspect the property prior to your departure. They also have a right to access the property during your stay to carry out urgent maintenance. Gardeners and pool maintenance staff enter the grounds during your stay, normally very early in the morning.

12. BEHAVIOUR

The person signing the contract is responsible for the correct and decent behaviour of the party. Should you or a member of the party not behave in such a manner, the Owner may use their absolute discretion to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation. Neither we nor the Owner will have any further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and neither we nor the Owner will pay any expenses or costs incurred as a result of the termination.

13. ADDITIONAL SERVICES AT THE PROPERTY

- 13.1 Some services such as maids, cleaners and chefs are included in the price. If they are not included and you would like us to book these services, please give us as much notice as possible. Please note however that we do not take any commission, nor do we act as agent in respect of these services. Any contract you enter into for these services is directly with the supplier of the services concerned. We cannot accept responsibility for these services or make representations as to their quality or suitability. (See clause 1 above.)
- 13.2 Payment for these services is normally made on location, although some suppliers may require a deposit to be paid prior to departure for items such as food. Where the supplier asks us to collect and pass on such deposits to them this does not give rise to any liability on our part for these services.
- 13.3 Your villa may have an internet connection point. The Owner cannot accept any responsibility for any problems you may encounter in connecting to the internet, for reasons out of the Owners control. The supply of relevant plugs and cables in order to connect are the responsibility of the client alone. An internet service may not always be possible.

14. LINEN & TOWELS

- 14.1 Linen and towels are included in the majority of properties. (Normally 3 towels per person). Linen is changed once a week. If you require more frequent changes you should request this at the time of booking. (There may be an additional cost).
- 14.2 Beach and pool towels are not provided and therefore you should take these towels with you.
- 14.3 We recommend that you take your own cot linen for your baby's comfort. If you do not wish to take your own, please check that cot linen is provided.

15. SWIMMING POOLS AND GYMS

- 15.1 Swimming pools are not normally open all year round. If your rental period is outside July & August, please check with us that the pool is open, filled and ready for use. The Owner cannot be responsible for low water temperatures at any period.
- 15.2 If pool heating is required, there will be an extra charge if available, which can be paid on booking or will be deducted from your credit/debit card security deposit.
- 15.3 Please note that swimming pools carry their own inherent risks. Upon arrival at the property you and all members of your party must take time to familiarise yourselves with the location, layout, and depths of any swimming pool(s) at the property. Please take note of any pool warning signs, depth markings and other instructions for use, which may be displayed. Young children must not be allowed to wander unaccompanied in the grounds of any property where there is a swimming pool. You remain responsible for the safety of those using the pool at all times.
- 15.4 You must ensure that all members of the party are familiar with any pool protection in place. You are fully responsible for ensuring that the alarm/fence or cover is in place at all times when the pool is not in use.
- 15.5 Any gyms are used at the sole discretion and responsibility of the party. Children under 16 are forbidden to enter and use a gym.

16. SOCIAL EVENTS AND OTHER FUNCTIONS

We act as an agent for the Owner for the private rental of the property. If you intend to organise a function (e.g. party, wedding, cocktail party) at the property, you must seek prior permission from us and the property owner. Additional charges and/or an increased security deposit may be sought at the Owner's discretion.

17. SECURITY AND VALUABLES

Any valuables left at the property are left at your own risk. Neither we nor the Owner are responsible for any loss. When provided, burglar alarms must be activated, safes used and proper care be taken against theft and burglary. It is essential and your responsibility to ensure all doors, shutters, windows are closed and locked when leaving the property, or when by the poolside/in the grounds. No refund can be given should you decide to vacate the property as a consequence of a burglary. The property must be kept locked at night and whenever unattended. Failure to do so may result in invalidation of the property insurance and any losses or damage caused as a result of your failure to secure the property will be passed on to you in full.

18. ARRIVAL AND DEPARTURE

18.1 Arrival is between 1700 and 1900 local time (Normally GMT + 1 hour). If your arrival is delayed you must inform the contact person, and/or the local representative noted on the directions sheet that you will receive upon payment of the balance. If you arrive after 19.00 (without making arrangement to arrive late) you may not be able to gain access to the property until the following day. If prior agreement is reached with an owner to arrive outside of these hours (e.g. late at night), or if you arrive at the property at an unreasonable time without prior arrangement and access to the property is granted, a charge may be applied.

18.2 You must vacate the property by 09.30am on the day of departure. If these times cause you difficulty, please advise us at the time of booking. We will pass on your request, but this cannot be guaranteed, nor will we be able to guarantee any changes requested after the booking has been made.

19. TRANSPORT SUPPLIERS

You are responsible for arranging your transport to and from the property. We can assist in notifying you of companies who can organise car hire, euro tunnel and ferry crossings. (We do not work with flight companies). Payment and contracts for these services are made directly with the supply company. We do not take a commission for notifying you of such companies nor do we act as agent on their behalf. We cannot accept any responsibility for any problems arising out of any transport services. Notifying you of any transport suppliers or other service you book does not mean however that we have sold you a "package" or that we are an "organiser" of packages as defined by the Package Travel, Package Holidays and Package Tours Regulations 1992.

20. INFORMATION

20.1 While we make every effort to ensure the descriptions supplied by Owners are accurately reproduced in our brochure and on our website, we cannot accept responsibility for any descriptions which contain inaccurate, incomplete or misleading information or errors and which have been supplied by the Owner nor can we accept responsibility for any descriptions which contain inaccurate incomplete or misleading information or errors and which have been supplied by us (as opposed to the Owner) except where this arises out of our negligence or that of any of our employees (providing they were at the time acting within the course of their employment.)

You must accept that minor differences between the photograph/illustration/text used and the actual property may arise. Where we state that we have personally inspected the property(ies), this is to ensure that they are of the general standard of property we wish to include in our brochure/on our website and should not be relied upon by you as an indication that the property is suitable in all respects for your needs or those of your party.

20.2 Owners reserve the right to make modifications to the property specification that are considered necessary in light of operating requirements. In the interest of continual improvement, Owners reserve the right to alter furniture, amenities, facilities, or any part of any activities, either advertised or previously available, without any prior notice. (See also clause 7).

20.3 If we become aware of material changes after your booking has been confirmed we will endeavour to advise you before departure if this is possible.

20.4 Villa locations indicated on individual property maps and distances given are approximate. Times are approximate, based on driving, not walking unless otherwise stated.

21. PETS

Pets are not allowed except with the explicit permission of the Owner. The Owner reserves the right to charge a supplement, and/or increase the security deposit. The number of pets must be agreed prior to acceptance of booking. If you do not inform us of any pets, the owner reserves the absolute right to request either the pet is placed in kennels at your destination for the duration of your stay, or your removal from the property without refund or compensation.

22. COMPLAINTS

22.1 In the event that you are disappointed with the property, we will attempt to assist you although your contract is with the Owner of the property. You must first contact our local representatives and/or Quality Villas in the UK who will liaise with the Owner to try to solve the problem. Our representative is acting as agent for the Owner.

22.2 Complaints received at the end of the holiday will not be accepted. (If you vacate the property before the departure date without notifying the owner, our local representative or the UK office you prevent us and/or the owner from attempting to rectify the problem and you will therefore forfeit your right to compensation).

22.3 If the problem was not resolved to your reasonable satisfaction during your holiday, you should put your comments in writing within 7 days of your return. We will forward your written complaint to the Owner and will within reason liaise with the Owner to assist in reaching a satisfactory settlement for all justifiable complaints regarding the property that you may have. However, it is your responsibility to take the complaint up with the Owner directly if no satisfactory settlement can be reached.

22.4 If you have any complaints regarding any services we provide (as opposed to any provided by the Owner), you must inform us immediately in writing and in any event within 7 days of the end of any arrangements booked through us. We regret we cannot accept any liability if we are not so notified.

23. OUR LIABILITY AND THAT OF THE OWNER

- 23.1 As we act only as agent for the Owner we cannot accept any liability for any act(s) or omission(s) of the Owner or anyone representing, or employed by, the Owner. Further, we cannot accept any liability for any shortcomings or defects with or in any property as all properties are within the sole control of the Owners. Your contract with the owner is subject to their terms and conditions, which may contain additional limitations to their liability. Our maximum liability to you if we are found to be at fault in relation to any service we provide (as opposed to any service provided by any third party such as an Owner for whom we are not responsible) is limited to the commission we have earned or are due to earn in relation to the booking in question. We do not exclude or limit any liability for death or personal injury which arises as a result of our negligence or that of our employees whilst acting in the course of their employment.
- 23.2 Neither we nor the Owner can be held responsible for noise or disturbance originating beyond the boundaries of the property or which is beyond the Owner's control. In the event that a source of reasonably obvious noise has been in existence prior to your arrival and we are informed of this, we will contact you to inform you of the disturbance. (See clause 7).
- 23.3 We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming pool filtration systems, domestic equipment, nor for the failure of public utilities such as water, gas and electricity.
- 23.4 We shall not be liable for any loss, breach or delay due to any cause beyond our reasonable control including, though not limited to, act of God, explosion, tempest, fire or accident, war or threat of war, civil disturbance, act, restriction, regulation, bye-law, or measure of any kind on the part of the government or local authorities, strike, lock-out, or other industrial action or dispute adverse weather conditions or delay caused by carrier company. In any case we shall be entitled to treat the contract as discharged.

24. INSURANCE

- 24.1 It is a condition of your contract with the Owner that all members of the party have comprehensive travel insurance which includes cancellation insurance. We do not check insurance policies; however we reserve the right to request written details (insurer's name, policy number and emergency contact number) of your policy.
- 24.2 We cannot be held responsible for any problems arising out of the organisation of insurance.

25. LOW SLUNG CARS

People taking low/sports cars are advised to check at the time of booking that the access to the property is suitable.

26. GOVERNING LAW

These booking conditions and all matters arising out of them are governed by English law. We both agree that any dispute, claim or other matter which arises out of, or in connection with, your booking, as opposed to your contract with the owner for your actual stay at the property, will be dealt with by the Courts of England and Wales only.

27. DATA PROTECTION

In accordance with the 1998 Data Protection Act we will ensure that:

- 27.1 For the purposes of the Data Protection Act 1998 we are a data controller. In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to collect certain personal details from you. These will include, where applicable, the names and addresses of party's members credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary restrictions which may, as a consequence, disclose your religious beliefs. If we need any other personal details, we will tell you before we obtain them from you. We must pass on your personal details to the companies and organisations who need to know them so that your holiday can be provided (for example your airline, hotels, transport companies, credit/debit company or bank). The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.
- 27.2 We have appropriate security measures in place to protect the personal details you give us. Where your travel arrangements are to take place outside the European Economic Area, (EEA), controls on data protection in your destination may not be as strong as the legal requirements in this country. We will not however, pass any information on to any company and/or organisation not responsible for providing any part of your travel arrangements. Where you provide us with personal details relating to any special requirements such as those mentioned above, you consent to this information being passed onto any organisation or companies responsible for any part of your travel arrangements whether in the EEA or not.
- 27.3 We are entitled to assume you do not object to our doing any of the things mentioned above unless you tell us otherwise in writing. You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may or may not have been disclosed. We will charge a fee to respond to such a request. In limited circumstances we are entitled to refuse your request. Except where expressly permitted by the Data Protection Act 1998, we will only deal with the personal details you give us as set out above unless you agree otherwise.

28. PASSPORTS, VISAS, DOCUMENTATION, HEALTH REQUIREMENTS

You are responsible for all members of your party's travel and health documentation (passports, driving licences, vehicle registration documents, green card, motor insurance etc). We cannot accept liability if any of your members are refused entry onto any transport or to any country due to failure on your part to carry correct documentation. If you or any member of your party is not a British citizen, you must check passport and visa requirements with the embassy or consulate of France or any country you intend to travel through.

29. HELPFUL INFORMATION

Additional information is noted in the price list or at the front of our brochures or on our website www.qualityvillas.com. Please familiarise yourself with this information.