



## **Luxury Villa Living Booking Terms and Conditions**

Luxury Villa Living act as agents only for owners of individual villas or their appointed management companies. Please read these booking conditions carefully as, together with the specific information relating to your confirmed accommodation, they will form the basis of your contract with us.

Luxury Villa Living Ltd holds an ATOL (No 7308).

All the flights and flight-inclusive holidays on this website are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to: [www.atol.org.uk/ATOLCertificate](http://www.atol.org.uk/ATOLCertificate)

### **Your Financial Protection**

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of these services, including any claim against us, the travel agent (or your credit card issuer where applicable).

You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

## **Your Contract**

When you book accommodation we will send you an e-mail confirmation of your booking providing your accommodation is available and we are in a position to do so. Prior to sending you confirmation we may send you an acknowledgement of your booking. Any such acknowledgement simply confirms that we are dealing with your booking and is not a confirmation of it. It is at the time that the e-mail confirming your booking is sent and deposit received that a binding contract comes into existence between us. The date of the contract is the date that appears on the confirmation e-mail.

Please note: it is important to check carefully the details of your booking when you receive your e-mail confirmation. If you want to cancel or change your booking later, you may have to pay amendment or cancellation costs (stated below), which may be as much as the whole accommodation cost. For parties of 2 or more people, the person who makes the booking accepts responsibility for making all payments due to us for all members of the party. This person should be at least 18 when the booking is made. We will send the invoice and other information to that person who will in turn be responsible for ensuring that the other members of the party are kept fully informed. Should you wish to make an amendment or cancel your booking, we must receive confirmation by e-mail. This confirmation must come from the person who makes the original booking.

## **Your Holiday Insurance**

You are strongly recommended to take out adequate holiday insurance. It is your responsibility to check you have adequate insurance cover: The insurance should cover, amongst other things, the cost of cancellation by you, all medical costs and the cost of assistance including return in the event of an accident or illness.

## **Payments**

A deposit payment is due at the time you make your booking, unless booking confirmation falls with 12 weeks prior to your departure date, in which case full payment must be made. Where a booking is made outside of the 12 weeks, balance payment will be due 12 weeks prior to departure.

### **Special Requests and medical problems/disabilities**

If you have any special requests (for example dietary requirements, cots or room location) please let us know by e-mail at the time of booking. We will pass on such requests to the relevant accommodation provider and will advise you as to whether they can be met. If your special request is vital to your use of your accommodation, it must be specifically agreed with us before or at the time you make your booking. We promise to comply with any special request which we have specifically agreed. Unless and until specifically confirmed, all special requests are subject to availability. If any additional cost is applicable, it will either be invoiced to you prior to your arrival date or should be paid for locally.

### **If you wish to make changes to your accommodation booking**

If you want to change any of the details of your booking after the e-mail booking confirmation has been sent to you, we will do our best to help. You must confirm any change by e-mail. If we are able to make the change, any applicable charges will be invoiced to you accordingly.

If you change the number of people booked, the accommodation price may be re-calculated for the new party size. Property Owners reserve the right to refuse admittance if the number of persons arriving exceeds the number on the booking form or the maximum number the property can sleep, except in the case of infants under two years old in a cot. The cot has to be requested on the booking form.

Caravans and tents are not permitted on the property under any circumstances. Should the key holder /representative discover any additional occupants, clients will be asked to vacate the villa and no refund of the rental charge will be given. If you wish to make any change to your booking while on holiday (e.g. upgrading accommodation or extending your stay), all requests are subject to availability and any extra cost must be paid immediately. A change of the confirmed accommodation amounts to a cancellation of the original accommodation unless otherwise agreed by us.

### **If you cancel your Accommodation Booking**

We start to incur costs for your booking from the time it is confirmed. The closer it is to the time of your planned holiday, the less likely we are to re-sell the booked accommodation. Therefore, if you cancel your booking, a charge has to be made and the later the cancellation, the more that charge will be. If you wish to cancel a confirmed booking, this must be done by e-mail by the person who made the booking (lead name). Cancellation charges will be calculated as set out below and will be notified to you within two weeks of cancellation. Please note that charges may also apply if you have failed to make payment on time and your booking is cancelled as a result:

Cancellation received 9 weeks or more before the arrival date: charge of the 30% (deposit already paid to confirm the booking). Cancellation received less than 8 weeks prior to the arrival date: charge of 100% of the total due. The above cancellation charges apply to the property rental only.

### **Cancellation by Luxury Villa Living Ltd**

Although it is unlikely that we will have to make any changes to confirmed arrangements, it does occasionally happen, and we will advise our clients at the earliest possible date. If for any reason beyond our control we are unable to provide you with the property you have booked, we reserve the right to transfer you to a similar property. If the cost is less than your original booking then you will receive a refund. If, however, the cost is more, then, upon your acceptance, you will have to pay the difference. However, if this is not possible or you do not wish to be transferred, we will cancel the booking and refund the full amount paid to us for the property, but we shall not in such circumstances be liable for any compensation, damages, cancellation charges for travel or other arrangements whatsoever.

### **Accommodation Information**

The utmost care has been taken to provide accurate information on your accommodation. However, proprietors do sometimes make changes and all references to the condition of the property or services must not be taken as statements of fact but as statements of opinion.

### **Responsibility of the Company**

All due care and attention has been given to making your holiday arrangements, but since we do not personally own the villas, we cannot accept responsibility for the breakdown of the water, gas and electricity supply, telephone, quality of roads, scorched lawns due to excessive sun, or the failure of swimming pool filter systems. Although we will make every endeavour to rectify and solve any

problems as soon as possible, we have no legal responsibility to compensate you for any personal injury, death, loss or damage of whatever nature suffered by you or by any member of your party

### **Circumstances beyond our control (Force Majeure)**

Except where otherwise expressly stated in these conditions we will not be liable, for any changes, cancellation, effect on your holiday, loss or damage suffered by you or for any failure by the accommodation providers and/or ourselves to perform or properly perform any of our respective obligations to you which is due to any event(s) or circumstance(s) beyond the reasonable control of the accommodation provider concerned and/or Luxury Villa Living as applicable (referred to as force majeure in these conditions).

By way of example, force majeure includes fire, flood, exceptional weather conditions, epidemics, destruction or damage of accommodation by any cause (other than as a direct result of the negligence of the accommodation provider) and all similar situations.

No compensation, expenses, costs or other sums of any description (including without limitation the cost of securing alternative accommodation) will be payable in such circumstances by either the accommodation provider or Luxury Villa Living. Compensation will not be payable where any change or cancellation results from force majeure or where you have refused, without good reason, to accept alternative accommodation you have been offered. Please note, no compensation is payable for minor changes. Such minor changes do not entitle you to change to alternative accommodation or to cancel without paying the normal charges as set out in these conditions. A minor change is a change which we could not reasonably expect to have a significant effect on your confirmed booking.

### **Our responsibility to you for your Booking**

1. We promise to use reasonable skill and care in the performance of our contractual obligations subject to and in accordance with these Booking Conditions. Our contractual obligations consist of using our reasonable skill and care in making your booking and arranging your accommodation as well as using our reasonable skill and care to ensure that accommodation providers use their reasonable skill and care to provide your accommodation subject to and in accordance with our contract. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim.

2. We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which does not result from any failure to use reasonable skill and care as referred to above. By way of example, this will include any claim which results from any of the following:

- a) The fault of the person(s) affected or any member(s) of their party or
- b) The fault of a third party not connected with the provision of your accommodation which we could not have predicted or avoided or
- c) An event or circumstance which we or the accommodation provider could not have predicted or avoided even after taking all reasonable care or
- d) The fault of anyone who is not carrying out work for us (generally or in particular) at the time

In addition, we will not be responsible where you do not enjoy your holiday or suffer any problems because of a reason you did not tell us about when you booked your accommodation or where any

problems you suffer did not result from any breach of our contract or other fault of ourselves or where any losses, expenses, costs or other sum you have suffered relate to any business.

Please note, we cannot accept responsibility for any services which do not expressly form part of our contract. This includes, for example, any additional services or facilities which your accommodation provider agrees to provide for you where the services or facilities are not provided by Luxury Villa Living and we have not agreed to arrange them, any other services which make up your holiday other than your Luxury Villa Living Ltd accommodation and any excursion you purchase in resort.

3. You must take all necessary steps to safeguard your personal property. No liability is accepted by the accommodation provider or Luxury Villa Living in respect of damage to, or loss of, such personal property except, in the case of the accommodation provider, where the damage or loss is caused by the accommodation providers negligence or that of any employee of the accommodation provider (providing they were at the time acting in the course of their employment) or, in the case of Luxury Villa Living, where the damage or loss is caused by the negligence of Luxury Villa Living or its employees (providing they were at the time acting in the course of their employment). For any claim made against us which does not involve death, illness or injury, any liability we have is in any event limited to twice the cost of the accommodation booking concerned.

You must notify us of any complaint or claim in accordance with our complaints procedure ( see below). For all claims, any person(s) to whom any payment is made (and their parent or guardian if that person is under 18) must also assign to ourselves or our insurers any rights they may have to pursue any third party in connection with the claim. You must provide ourselves and our insurers with all assistance we may reasonably require.

5. The promises we make to you about the accommodation provided under your contract with us and the laws and regulations of the country where your accommodation is located - will be used as the basis for deciding whether your accommodation has been properly provided in accordance with our contract. If the particular aspect of your accommodation which gives rise to a claim complied with the local laws and regulations applicable to it at the time the circumstances giving rise to the claim arose or occurred, your accommodation will be treated as having been properly provided. This will be the case even if the accommodation or the particular aspect of the accommodation did not comply with the laws and regulations of the UK which would have applied had the accommodation been provided in the UK.

### **Complaints Procedure**

If you have a complaint concerning your accommodation, you must inform Luxury Villa Living immediately, in order to give them the chance to resolve the problem. If you fail to reach an agreement with during your stay, you will certainly find it more difficult to negotiate an amicable solution once you have returned home. If you fail to resolve matters on the spot, you must write to us with full details (see address below) within 35 days of the final day of your stay in the accommodation giving your booking reference number and day time and evening telephone numbers. As it is difficult and sometimes impossible to properly investigate a complaint if we are not told about it reasonably quickly, any compensation you may have been able to claim could be reduced or even lost altogether if you do not follow the complaints procedure set out in this clause.

### **Your Behaviour**

When you book accommodation through Luxury Villa Living, you accept responsibility for the proper conduct of yourself and your party during your stay. We and/or the accommodation provider

reserves the right at any time to terminate your stay or that of any member of your party due to your or their misconduct, where justified in our/their reasonable opinion. Full cancellation charges will then apply and no refund will be given. Furthermore, neither the accommodation provider nor Luxury Villa Living shall be under any obligation whatsoever to pay compensation or meet any costs or expenses you may incur as a result of your stay being terminated. If your actions or those of any member of your party cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation provider for the cost of the damage before you end your stay. You must also indemnify against any claim (including legal costs) made against us as a result.