

Booking Terms: Villas 9 &10 Xavaris 5330 Ayia Napa Cyprus

These Booking Conditions, Health & Safety Information and Useful Information contained on our web site will form the basis of your agreement with us. (The Words us or we refer to the private villa owner on the booking form) They apply only to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform as applicable as part of our agreement with you..

In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control. Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our agreement with you is prevented or affected by, or you otherwise suffer any damage or loss as a result of force majeure.

Section A – Conditions applicable to all bookings

1. To make a booking, you must complete the booking form, which we can E mail on request. If booking via telephone, then you must return our signed booking form. When you make a booking you guarantee that you have the authority to accept and do accept on behalf of all members of your party, the terms of these booking conditions. The first named person on the booking will be the party leader and will be responsible for making all payments due to us. He/she must be at least 18.

To confirm your reservation, you must pay the appropriate deposit (or full payment if booking within 8 weeks of departure), If the arrangements you wish to book are available, we will issue a confirmation letter. A binding agreement will come into existence between us when we confirm receipt of deposit to the party leader. Until then we shall be under no liability to you whatsoever. If we are unable to accept your booking we shall return your deposit immediately. Please note we accept no liability for any item/arrangement not confirmed on our invoice. The booking is for Either Villa No 9 or No10 and will be determined by us subject to other bookings, nearer your time of departure.

The balance of the holiday price and the refundable bond must be paid 8 weeks prior to departure or at the time of booking if within 8 weeks. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 2 below will become payable.

We do not accept bookings from all male/ female parties or groups of young people. (Unless by prior arrangement in writing, and with a bond of £500 minimum) If any bookings are made for such parties or the party size exceeds the original booking form (only guests specified on the booking form are permitted to stay in the villa) we reserve the right to deny access and no refund will be given.

English Law will apply to our agreement and to any dispute or claim which arises between us out of it. Any such dispute or claim must be dealt with by the Courts of England and Wales. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so

(a) Accommodation & Rental Period

Your accommodation is reserved from **3pm** on the day of your arrival until **11am** on the day of your departure. We will however try to be flexible depending on your flight times and the arrival / departure times of the next / previous guest. All guest are kindly requested to leave the accommodation in the condition in which they found it and take good care of the property and surroundings ensuring that the behaviour of anyone in the party does not cause nuisance or disturbance to other people in the vicinity.

(b) Cleaning Services

All bed linen and towels (excluding beach towels) are provided and the villa will be thoroughly cleaned prior to your arrival. If your stay is more than 10 days towels and linen will be changed weekly. Mid term cleans can be organised at your request and are payable locally. If the villa is left in a Dirty state we reserve the right to charge Extra for cleaning and this will be taken from your Bond.

(c) Inventory / Keys

An inventory of all villa items will be done prior to arrival, and again after your departure. Any shortfall or damage (excluding minor damage broken glass cup etc) will be notified to you the deducted from you security deposit. Keys will be collected from a Key safe at the villa, and should be left in the safe on your departure. The key has on it the power fob to turn on the electric.

Lost keys will be charged at £125.00

2. Cancellation by you

If you or a member of your party needs to cancel your confirmed arrangements, the party leader must immediately advise us in writing by recorded delivery, registered post, e-mail or fax. Your notice of cancellation will take effect when it is received at our offices. As we incur costs from the time we confirm your booking, we will levy the following cancellation charges:-

Outside 56 days of departure date loss of deposit

Between 56 days and 42 days 50% charge

Between 41 days and 28 days 60% charge

Between 27 days and 22 days 70% charge

Between 21 days and 7 days 90% charge

Between 6 days and departure date 100% charge

Cancellation charges are based on the total amount due. Cancellation charges are sometimes reclaimable on your insurance policy..

3. Amendments by you

If, after we have given confirmation of your booking, you wish to alter any of the arrangements made, we will do our best to accommodate your wishes and a charge of £15 per person will be made, along with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers.. A change of departure date will be treated as a cancellation of your booking and the appropriate charges will apply. If you have booked a package and wish to add an extra person on accommodation only then there will be an additional booking fee of £40 per person per week, plus the additional person fee if the booking exceeds six people. (maximum booking 8 people, 2 camp beds).

4. Website and brochure Accuracy

Important note: the information and prices shown on the website and in our brochure may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of the information and prices at the time of publishing, regrettably errors do occasionally occur. You must therefore ensure you check the price and all other details of your chosen arrangements with us at the time of booking.

All information on the websites on which we advertise and our brochure has been compiled from up to date details and we have taken care to ensure that it is accurate. There may however be occasions when an advertised facility is either modified or not available. Such situations may be dictated by local circumstances, necessity for maintenance, water shortages, unsuitable weather conditions, fuel shortages, power cuts and other circumstances beyond our control. If we are advised of this, then we will of course inform you as soon as possible, but we cannot be held liable in such circumstances. It is also important to remember that some facilities, such as shops, restaurants, communal pools, water sports and water parks etc may not operate at all times

Furniture may sometimes vary from brochure or website photographs. Please visit our website for latest photography and most up to date property information. If a particular facility offered in our villa is essential to the booking of your holiday, please ensure that we are made aware of this at the time of booking. Please note that at all times, the information on our website supersedes that in our brochure.

5. Building Works

From time to time, building work and its associated noise is unavoidable. Although we do not expect any works as the immediate complex is complete we do not control such work, and we do not receive advance notice of when it will begin. Where we are aware of such building work, we will notify you as soon as possible if we think that said works will affect your holiday.

6. Complaints

Should you have a problem on your holiday, it is a condition of booking with us that you must report it to our local Villa Representative. Any verbal notification must be confirmed in writing as soon as possible.

We must be given the opportunity to resolve any issues brought to our attention and allowances be made by you for any local conditions regarding the reasonable amount of time taken to rectify the problem.

Compensation payments will only be considered where it is proven that any reported problem had a prolonged or major impact on the enjoyment of the holiday booked. It is not acceptable to make a serious complaint after you have come home if our local Villa Representative or the villa owner in the UK were not clearly made aware of the severity of your concerns. It is therefore extremely important that if you have a complaint that is seriously affecting your holiday enjoyment, you must write down brief details whilst on holiday and ask our Villa Representative to fax it to us in the UK.

If you wish to pursue your complaint on your return to the UK, then all complaints must be made in writing through the party leader, and no other members of the party, to The villa owner stated on the booking form in the UK within 14 days of your return home. Any claims made more than 30 days after your return date will not be considered. Except in respect of claims involving death and personal injury, failure to follow these procedures, communicated only through the lead party, will reduce or extinguish any rights you may have to claim compensation from us or any relevant supplier.

7. Villa Conditions

(a) Security Deposit

A Security Deposit of £250 is used to protect villa owners or local suppliers against any breakages, loss, damage, unpaid local charges, additional housekeeping and any other charges. Where applicable, the cost of the Security Deposit will be included on your booking form and payable with your holiday balance. This amount will be refunded to you within 2 weeks of your return date less any damage, losses, unpaid bills etc.

In the event of substantial damage/abuse to a villa, you will have to leave and find alternative accommodation at your own cost. **Should the Security Deposit prove inadequate to fully cover any costs that arise, then we reserve the right to invoice you for immediate payment.**

(b) Single Sex or Young Parties

We do not accept single sex or young parties to book the villa . If such persons book the villa using false details we will refuse right of entry and full cancellation charges will be made with no refund or compensation given. This does not apply if we have previously agreed to your booking and the information we have been given by you is correct

8. Behaviour & Nuisance

We reserve the right in our absolute discretion to terminate your rental or any holiday services if your behaviour is likely, in our opinion or that of our Villa Representatives or suppliers, to cause distress, damage, annoyance or danger to our representatives or to any third party, or their property or If your behaviour is considered nuisance to others in close proximity on the complex, We will impose full cancellation charges and will not give any refunds. Furthermore, we will be under no obligation whatsoever to pay you compensation or cover any costs you may incur as a result of having to make alternative arrangements. We reserve the right to refuse any bookings that we think will be a nuisance to the owner.

9. Travel Insurance

We strongly advise take out travel insurance therefore it will automatically be assumed that you have taken out your own travel insurance policy from the moment that you have booked your holiday. It is your responsibility to do this. Please read your policy and take it with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

10. Passports, visas and health requirements

Holders of current UK and EU member states passports do not require visas to enter EU member states, nor are vaccinations required at the time of this publication. For all non EU passport holders you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel. Requirements may change and you must check the up to date position in good time before departure. For European holidays you should obtain a completed and issued form EHIC prior to departure. It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation. If failure to have any necessary travel or other documents results to fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly. This includes not being able to travel due to a mislaid, damaged or lost passport.

11. Special needs and requirements

Our villas may not be ideally suited for clients with disabilities. If you have a disability and need specific Page answers to specific questions, then you must ensure that this has been put in writing to us and that we have included these details on your final confirmation / invoice. We are unable to take any responsibility for the lack of suitable facilities without knowing your requirements. If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not confirm the booking or, if full details are not given at the time of booking, cancel when we become aware of these details.

12. Special requests

If you wish to make a special request, you must do so at the time of booking. We will try to pass any reasonable requests on to the relevant supplier but we cannot guarantee that requests will be met. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has

been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. Please note we accept no liability for any item/arrangement not confirmed on our invoice.

13. Villa Occupancy

All the names of those persons staying at the villa overnight during the villa rental period must be given to us in the UK before departure and those names must match those staying in the villa, all passports must be made available for our villa manager to check against the booking form. Furthermore, your Villa Representative must be informed of any additional people staying at the villa overnight and you may have extra charges incurred. The number of people staying at the villa must not exceed the maximum number as shown in our website. We will ask any person to leave the villa in a case of non compliance. Sub-letting, sharing, assignment or reselling is not permitted. The villas are booked for normal holiday use only and pets/animals are not allowed.

14. Air Conditioning / Electric Usage

The rates are inclusive of electricity and air conditioning usage, but fair usage applies (An allowance of 240kw of electricity is allowed per week). Aircon should only be used whilst the villa is occupied and only when all windows and doors are closed. It only takes a few minutes to cool a room and the rooms all have individual remote controllers. A suggested setting of around 26 Degrees in summer set to auto will allow for a cool and usable temperature. Additional consumption will be charged at 32 pence per 1 KW unit of electricity and will be withheld from the security deposit. (Please not this could be subject to change before your holiday and is subject to what Cyprus Electric are charging at the time) Please note that in the very hot summer months of August and July the average overspend on electric has been £30.00 per week. The meter is read before you arrive and on your departure and is accessible for you to take your own readings.

Running the aircon units at 25 degrees or less all night will incur significant costs because this temperature cannot be reached and therefore the units will run constantly, You can run the aircon all night in all 3 rooms at 28-29 degrees and stay within the allowance given.

15. Swimming pools

Please be aware that all areas around the swimming pool can become very wet and slippery. We would expect all clients to be vigilant and careful with all members of there party, or guests, especially children, when using the pool area. Diving is strictly NOT permitted in all pools. All clients **must** use the pool shower to remove sun oil/ cream prior to entering the pool as the oil damages the pool linings. **(BOOTS SOLTAN, AND**

ALL CARROT OILS ARE NOT PERMITTED AS THESE CAUSE MOST DAMAGE TO THE POOL LINER)

We can accept no liability for any accidents that may occur in and around the pool area and again advise all clients to make sure they have adequate holiday insurance to cover all eventualities. **The pool is available for use daily between the hours of 08:30 and 20:30.** Outside of this time the filtration system is cleaning the pool and adding the chlorine, making it un safe to use.

PLEASE NOTE THAT IF THE POOL COMPANY FINDS THAT YOU HAVE NOT BEEN SHOWERING AND THERE IS A SIGNIFICANT CONTAMINATION OF OIL/CREAM IN THE POOL YOU WILL BE CHARGED A MINIMUM OF £250.00 TOWARDS REMEDIAL WORK

16. Data Protection

We will not supply any personal client information to any third party excepting that which is required by a supplier to process your booking.

17. General

It is the client's responsibility to ensure that all their travel documentation (such as flight tickets, car hire vouchers, insurance policy documents, directions to your villa etc) are in order. Please check them carefully.

All telephone calls made or received by us may be recorded for training and quality purposes.

18. Our Liability

(1) We promise that your holiday arrangements will be made, performed or provided with reasonable skill and care.

(2) We will not be responsible for any injury, illness, death, loss, damage, expense, cost or other claim of any description whatsoever which results from: -

-the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or

-the act(s) and/or omission(s) of a third party not connected with the provision of your arrangements and

which were unforeseeable or unavoidable or 'force majeure' as defined above.

(3) We limit the maximum amount we may have to pay you for any claims you may make against us. For all claims which do not involve death or personal injury, the maximum amount we will have to pay you if we are found liable to you on any basis is the price paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(4) We accept no liability for intermittent failure of public supplies or utilities such as water or electricity over which we have no control, nor of sewage systems, plumbing or mechanical equipment in villas, but shall use our best endeavours to arrange prompt repairs where possible.

(5) Please note that we do not offer compensation resulting from activities of theft or accept any liabilities for such matters both in or around the villa or in the resort.

(6) If you are ill or injured whilst on holiday, you must, in addition to reporting your illness to our Villa Representative, consult a local doctor and also consult your GP on return to the UK. Should you then wish to make a claim against us as a result of your illness or injury, you must provide us with details of both the local doctor whom you saw, and your GP, together with written authority for us to obtain a medical report from both of those doctors.

(7) If you choose to issue court proceedings against us (subject to your compliance with our complaints procedure), then you must do so within two years of your return home. If we accept any liability or are adjudged to have for a claim that you make, you must assign to us any rights that you may have against any of our servants, agents or suppliers who are in any way responsible for the failure of your holiday or any death or personal injury you may suffer. You must also co-operate with us in any claim. Other than that set out above and as detailed elsewhere in these booking conditions we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your holiday.

(8) We will not accept responsibility for services or facilities which do not form part of our agreement or Page where they are not advertised on our website or in our brochure. For example any excursion you book whilst away, or any service or facility or any other supplier agrees to provide for you.

(9) We do not accept liability for (1) any damage, loss, expense or other sum(s) of any description which, based on the information you gave us at the time of booking, we could not have foreseen you would suffer or incur if we breached our contract with you; (2) any business losses.



19. Changes by us

It is unlikely that we will have to make any changes to your booking, but we do plan the arrangements many months in advance. We therefore reserve the right to change the particulars and prices shown in these web pages and in our printed brochure, in which case we will tell you before confirming your booking. Occasionally changes may have to be made after a confirmation invoice has been issued, and we reserve the right to make changes at any time. If there is a major change to your arrangements (i.e. a change of resort or a change to a lower or higher standard of accommodation) we will inform you as soon as reasonably possible if there is time before departure and will offer you alternative accommodation. Where this is cheaper we will refund the difference but where it is more expensive you will have to pay the difference, or cancel your arrangements and receive a full refund, but no compensation will be offered.

If, before departure, there is a minor change, we will do our best to inform you in advance although we are under no obligation to do so, nor are we obliged to pay compensation.

20. Our liability to you

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Please read all the above terms then sign below if you agree to the terms

I declare that I have read and understood the above terms and conditions (8 Pages) and that I agree to be bound by them. I understand that I am making my booking of the villa in accordance to the above terms and conditions

Signed.....On behalf of whole party. Date.....

Date of rental: From:.....To.....

Reference villas 9 or 10 Xavaris Ayia Napa 5330 Cyprus...