

Villa Retreats™

BOOKING CONDITIONS

Please read these booking conditions carefully as they, together with the specific information about your confirmed accommodation, form the basis of your contract with Wildfoot Travel Ltd T/A Villa Retreats who act as agent for the relevant Management Companies and Direct Owners.

PRICES: We reserve the right to alter any of our advertised accommodation prices. You will be advised of the current price of the accommodation that you wish to book before your contract is confirmed. Our prices shown on our website are in £sterling and are correct at the time of being entered (although still subject to errors and omissions) and are subject to surcharge only as a result of government action, such as the imposition of VAT or other taxes. Prices are normally based on weekly durations and are calculated from your arrival date. When the duration of your stay crosses into another season, your price will be calculated on a pro-rata basis.

MAKING A BOOKING AND PAYMENT: When you have chosen your accommodation and you make a request to us to book it, you must pay a deposit of 30 % of/the full cost of the booking/the full cost of the booking if you are booking within 12 weeks of your arrival date . Your booking is confirmed and a contract between us exists when we issue our confirmation invoice along with a booking form that needs completing and returning to us within two weeks of making your booking. Also a Damage deposit amount will be requested two weeks prior to your departure in the form of a hold on your card. This will be released one week after your return providing there has been no damage to the property during your stay. Please see our separate Damage Deposit form for further information. Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. If you have paid a deposit, the balance of the cost of your accommodation is due 12 weeks before departure. If it is not received in time we will cancel your booking and retain your deposit unless alternative arrangements have been agreed. The cost of your accommodation does not include any extra chargeable services that you may use whilst at the accommodation. These are payable directly in resort where applicable or an increase to your additional invoice will apply.

YOUR RESPONSIBILITY FOR YOUR BOOKING: When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. This means that you are responsible for making all payments due, notifying us if any changes or cancellations are required and for receiving the confirmation and keeping your party informed.

INSURANCE: It is your responsibility to ensure that you are adequately insured. We strongly recommend that you take out insurance, which should include cover against the cost of cancellation by you and assistance (including repatriation) in the event of accident or illness.

IF YOU WANT TO CHANGE YOUR BOOKING: After our confirmation has been issued, any requests for changes must be sent to us in writing, by email or post, by the person that made the booking. We cannot guarantee that we will be able to accommodate your request but we will try to do so. You will be asked to pay an administration fee of £30 plus any charge made by the accommodation supplier. These are likely to be higher the closer you get to your arrival date, so contact us as soon as you can. If you change the number in your

Wildfoot Travel Ltd T/A Villa Retreats
Travel House, 133 Gravel Lane, Wilmslow, Cheshire, SK9 6EG
Reservations: 0800 988 5586 International: 00 44 1625 586586
Administration: 01625 585269 Accounts: 01625 581111

Website: www.villaretreats.com Email: info@villaretreats.com



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party, the accommodation price will be re-calculated. If the party size is reduced, this is likely to mean the remaining members paying more due to under-occupancy.

IF YOU WANT TO CANCEL YOUR BOOKING: The person that made the booking must put this in writing to us, by email or post. Because we incur costs in cancelling confirmed bookings, particularly if cancellations occur close to arrival date, you will be charged a cancellation fee. Cancellation fees: If you cancel (this is the date on which we receive your written notice of cancellation during the hours of 9am to 5.30pm):

| | |
|---|------------------------------|
| More than 84 days before your arrival date: | Loss of Deposit |
| Between 84 and 45 days: | 50% of the villa rental fee |
| Between 44 and 31 days: | 75% of the villa rental fee |
| Within 30 and 15 days: | 90% of the villa rental fee |
| Within 14 days of arrival date: | 100% of the villa rental fee |

Charges are shown as a percentage of your accommodation cost (excluding amendment fees, if any, which are non-refundable in the event of a cancellation).

IF WE CHANGE OR CANCEL YOUR HOLIDAY: We may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes If we make a major change to your holiday, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of accepting the change of accommodation, or you can take any alternative accommodation we are able to offer you (you will pay the increase in cost if the replacement is advertised at a higher price than your original booking, or receive a refund of the difference if it is less expensive), or a refund of the money you've paid to us. In some cases, we will also pay compensation (see below). These options don't apply for minor changes. Examples of minor changes include, but are not limited to, change of accommodation to another of the same or higher standard, temporary withdrawal of facilities or seasonal unavailability of amenities.

Cancellation We will not cancel your travel arrangements less than 12 weeks before your departure date, except for reasons of *force majeure*. If your holiday is cancelled you can either have a refund of all monies paid or accept an offer of alternative accommodation of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). Any amendment or cancellation fees you incur in terms of other arrangements you have made with other providers under separate contracts are not claimable from us. In some cases we will pay compensation (see below).

Compensation If we cancel or make a major change we will pay compensation as detailed below except where the major change or cancellation arises due to reasons of *force majeure*. The compensation that we offer does not exclude you from claiming more if you are entitled to do so

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IF WE CANCEL OR MAKE A MAJOR CHANGE TO YOUR HOLIDAY

Amount you will receive from us

| | |
|-------------------|--------|
| More than 84 days | £30 pp |
| More than 56 days | £40 pp |
| More than 28 days | £50 pp |
| Less than one day | £60 pp |

Force Majeure: We will not pay you compensation if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport. No compensation, costs, expenses or any other sums, including the cost of securing alternative accommodation will be paid by us.

OUR RESPONSIBILITY FOR YOUR BOOKING: We have a duty to select the accommodation providers with reasonable skill and care. We have no liability to you for the actual provision of the accommodation, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the provider with reasonable care and skill, we will have no liability to you for anything that happens at the accommodation or any acts or omissions of the provider or others. We also have no liability in the following situations:

- where the accommodation cannot be provided as booked due to circumstances beyond our control (see the Note in clause 8)
- where you incur any loss or damage that could not have been foreseen at the time of your booking, based on the information provided by you.
- where you incur any loss or damage that relates to any business activity.
- where any loss or damage relates to any services which do not form part of our contract with you. If we are found liable to you on any basis, we limit the amount we have to pay you to a maximum of three times the cost of your accommodation. This limit does not apply to cases involving death or injury.

BEHAVIOUR: When you book accommodation through us, you accept responsibility for the proper conduct of all members of your party during your stay. We reserve the right at any time to terminate the stay of any party member(s) whose behavior is such, in the reasonable opinion of the accommodation provider or us, as to cause or to be likely to cause danger, upset or distress to anyone else or damage to property. Full cancellation charges will then apply and no refund will be given. Furthermore, we shall be under no obligation whatsoever to pay

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compensation or meet any costs or expenses (including but not limited to alternative accommodation) you may occur as a result of your stay being terminated. If you cause damage to the accommodation in which you are staying, you must fully reimburse the accommodation provider concerned for the cost of the damage before the end of your stay if the cost has been established by then or as soon as it has been established if later. You must also indemnify us for the full amount of any claim (including all legal costs) made against us by the accommodation provider or any third party as a result.

CHECK-IN AND CHECK-OUT: Check-in is normally after 16:00. If you check-in after midnight, your accommodation has been reserved for you from the previous day and this counts as the first night of your stay. Check-out is normally at 10:00. All possible will be done to assist with arrival/departure arrangements outside of these times but, since the convenience of all our customers is our concern, we reserve the right to impose a supplementary charge if the property is not vacated by the time specified.

COMPLAINTS: If you have a problem during your stay, please inform the accommodation provider [and our resort representative] immediately, who will endeavor to put things right. You should also try to find a solution whilst you're there. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Administration Department at 133 Gravel Lane, Wilmslow, Cheshire, SK9 6EG giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to identify your concerns quickly and speed up our response to you. If you fail to follow this simple procedure, we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract. Please bear in mind that we are only liable to compensate you in line with these booking conditions - in particular our responsibility above makes clear that our obligation is to choose the accommodation provider with reasonable skill and care. Any dispute or claim arising out of this contract that can't be settled between us can be referred by you to ABTA's dispute resolution (see Financial Protection) or court. We agree that the courts of England and Wales have jurisdiction and English law applies (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scots or Northern Irish law, as applicable.)

FINANCIAL PROTECTION: The monies you pay to us for your accommodation are protected by means of a bond held by ABTA. This means that, if in the unlikely event of our insolvency your accommodation can't be provided, you will receive your money back or, if your stay has started, arrangements will be made for you to be able to continue as planned.

ABTA: We are a Member of ABTA, membership number D2801. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

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WEB SITE ACCURACY: We take great care to ensure the accuracy of information included on our website, however there may be times when facilities, which are not under our direct control, may not be available. We will endeavor to inform you of any such changes in advance, although these will not in themselves entitle you to cancel your reservation without penalty. Villa Retreats acts as agent for the owners or management companies of the villas featured on our website and whilst we lay down our own minimum standards of furnishings, decorations and maintenance, we cannot guarantee that any particular feature will be available.

PHOTOGRAPHS: Photographs are intended to give you an overall impression of individual villas or resorts. The company does not accept any responsibility for items of furniture, etc; which appear in photographs but may have been changed or removed, nor for any changes to aspects of views since photographs were taken or descriptions compiled.

BUILDING WORK: Building work and resulting disturbance from sites close to any properties featured in our program may occur at any time during the year. Some resorts are continuing their development and local works may be taking place or may be planned. Where we are aware in advance that such works are likely to occur during your holiday and may in our opinion significantly affect your enjoyment, we will advise you. We will endeavor to offer you alternative villa accommodation (with you paying or receiving a refund in respect of any price difference) or if we are unable to offer you similar accommodation, we will refund all monies paid for your villa excluding any amendments charges or any ancillary costs such as flights or car hire) Villa Retreats has no control over building work and due to its often, intermittent nature, it is not always aware when it may commence.

SWIMMING POOLS: Most villas enjoy private swimming pools. Please take great care by the pool area, especially if under the influence of alcohol, as accidents may occur. We recommend that you do not dive into the swimming pool or use while under the influence of alcohol. Children must be supervised in the swimming pool and surrounding areas at all times. Pool heating, (where available) must be requested at time of booking: this will be subject to an additional charge payable locally to our management company. Failure to pay in resort will result in a deduction from your key deposit.

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