

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 of 133 Gravel Lane Wilmslow Cheshire, Company Registration number 6758592

1.PRICES: We reserve the right to alter any of our advertised accommodation prices before booking. You or your travel agent 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.

2.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 to your travel agent, or directly to us. If you are booking within 12 weeks of your arrival date, full payment must be made at the time of booking. Any monies paid to your agent are held on your behalf until we confirm the booking, after which time the money is held on our behalf. Your booking is confirmed and a contract between us exists when we issue our confirmation invoice. A Damage deposit amount may be requested two weeks before your departure in the form of a hold on your credit or debit card. This will be released one week after your return provided 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 the resort where applicable or may be paid in advance by an additional invoice.

3.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 or your travel agent if any changes or cancellations are required, for checking the confirmation invoice and keeping your party informed of any changes.

4.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 an accident or illness. Should we incur costs as a direct result of you not holding adequate insurance cover, you agree to indemnify us for all costs reasonably incurred on your behalf

5.IF YOU WANT TO CHANGE YOUR BOOKING: After our confirmation has been issued, any requests for changes must be sent to us or your travel agent in writing, by email or post, by the person who 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 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.

6. IF YOU WANT TO CANCEL YOUR BOOKING: The person who made the booking must put this in writing to us or your travel agent, by email or post. Because we incur costs in cancelling confirmed bookings, particularly if cancellations occur close to the 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 9 am to 5.30 pm):

More than 84 days before your arrival: Loss of Deposit date:

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).

7. 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 or your agent 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 can 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 if you choose to cancel. In some cases, we will also pay compensation (see below). These options don't apply to 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 more if you are entitled to do so

IF WE CANCEL OR MAKE A MAJOR CHANGE TO YOUR HOLIDAY

The 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, riots, industrial disputes, terrorist activity and its consequences, natural or nuclear disasters, fire, adverse weather conditions,

epidemics and pandemics, and 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 in these circumstances is limited to refunding all monies paid in advance.

8.OUR RESPONSIBILITY FOR YOUR BOOKING: We have a duty to select the accommodation with reasonable skill and care. If you feel we have breached that duty and damage to you has been caused we are happy to help. In all cases, we have obtained confirmation from the accommodation owners or managers that the descriptions and photographs provided to us are an accurate reflection of the accommodation at the time of contracting. However, we are neither the owners nor managers of any of the accommodations offered for sale and if you arrive and find any reason to complain you must do so on the spot to the owners or managers, whose contact details we have provided to you. If you do not feel the matter has been resolved to your satisfaction, please contact us immediately whilst you are on holiday as it may be difficult, or impossible, to achieve a satisfactory solution after you return and we will have been prevented from resolving the matter as quickly as possible. 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. Any dispute or claim arising out of this contract that cannot be settled between us can be referred by you to ABTA's dispute resolution service whose details can be obtained from abta.com (see Financial Protection) or court.

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 7)
- 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 caused by our own proven negligence.

JURISDICTION: We agree that these booking conditions are governed by English law. Any dispute between us will be dealt with by the courts of England and Wales unless you live in Scotland or Northern Ireland, in which case you may choose the jurisdiction of Scotland or Northern Ireland and bring proceedings in your local court

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 behaviour 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 property damage. Full cancellation charges will then apply and no refund will be given. Furthermore, we shall be under no obligation whatsoever to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation) you may incur 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. We may withhold the damage deposit until the matter is resolved. 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 immediately, who will endeavour to make things right. You should also try to find a solution whilst you're there.

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: Although we do not sell package holidays, we are pleased to confirm that we act as Principal for the Villa Booking, and as a member of ABTA, all monies paid to us by you are protected using a bond held by ABTA. This means that, if in the unlikely event of our insolvency and your accommodation cannot 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. You should contact ABTA for further details, our ABTA membership number is 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 cannot resolve your complaint, you can find further information on the Code and ABTA's assistance in resolving disputes at www.abta.com.

Important information

WEB SITE ACCURACY: We take great care to ensure the accuracy of the 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 endeavour 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 neither owns or controls the accommodation featured on our website, and whilst we lay down our minimum standards of furnishings, decorations and maintenance, we cannot guarantee that any particular feature will be available. If something is of importance to you, please ask us to confirm with the owner or manager before booking

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 endeavour 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 of when it may commence.

SWIMMING POOLS: Most villas enjoy private swimming pools. Please take great care in 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 it 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 the time of booking: this will be subject to an additional charge payable locally to our management company. Failure to pay in the resort will result in a deduction from your key deposit.

Passports, visas and health formalities

Although Villa Retreats only offers accommodation, we remind customers that they must comply with passport visa, health and immigration formalities of the country being visited. You can check current requirements at the Travel Advice centre to be found at gov. uk but as these may change, we advise you to update your check immediately before travel, we cannot accept responsibility if you are unable to travel due to a failure to comply with the current rules and the usual cancellation charges will apply.