

# Booking Conditions - Hosesasons Villas & Apartments 2009/2010

We, Hosesasons Holidays Abroad Limited (company number 1814765) trading as Hosesasons Villas and Apartments, book your accommodation or other service as agent. Your contract will be with your accommodation owner or service provider (referred to as Owner from now on) and these booking conditions set out the basis of your contract with the Owner. They also set out the basis of our involvement as booking agent.

## 1. BOOKING & PAYMENT

When you make a booking you must pay a deposit (or, if booking within 10 weeks of departure, you must make full payment.) The deposit amount will be advised at the time of booking. If you have paid a deposit, the balance of the price of your accommodation or other services must be paid at least 10 weeks before your departure date. If the deposit and/or balance is not paid in time, we may cancel your booking on behalf of the Owner and your deposit will be retained.

When you make a booking you make an offer to the Owner that we are free to accept or reject on their behalf. In making a booking, you warrant that you are 18 years of age or over and have the authority to accept and do accept on behalf of your party the booking terms and conditions set out below.

The information and requirements contained in the brochure and on our website form part of your contract with the Owner and set out our responsibilities as booking agent. We do not automatically remind you that payment is due and cancellation charges may be applied as set out in paragraph 6 below. Hosesasons Villas and Apartments reserves the right to treat a dishonoured cheque as a cancellation of booking, or apply an administration charge.

All monies you pay to one of our authorised travel agents for your arrangements with us will be held by the agent on your behalf until we issue our confirmation invoice. After that point, your agent will hold the monies on our behalf.

## 2. THE CONTRACT

A binding contract between you and the Owner of your accommodation and/or service will come into existence once we have received your deposit (or full payment if you have booked within 10 weeks of your departure,) and we have issued a booking confirmation invoice by email, fax or post on behalf of the Owner. The contract, and all matters arising out of it, is governed by English Law and shall be dealt with by the non-exclusive jurisdiction of the English Courts.

## 3. INSURANCE

You are recommended to take out insurance. Hosesasons Villas and Apartments is a trading name of Hosesasons Holidays Abroad Ltd and is an appointed representative of Hosesasons Holidays Ltd which is authorised and regulated for the sale of travel insurance by The Financial Services Authority No: 312463. You must tell us if you wish to arrange your own insurance in which case it must be at least comparable with our insurance and adequate for your particular needs. We do not check alternative insurance policies. Please read your policy details carefully and take them with you on holiday. Please note that our insurance cannot cover persons aged 85 or over at the time of travel.

## 4. PRICES

We reserve the right to alter prices in this brochure, which may go up or down. We will advise you of the current price at the time we confirm your booking, which will also over-ride any prior verbal quotations. Prices quoted are inclusive of gas, water, electricity and tax de séjour unless otherwise stated. They are based on normal consumption (electricity 8kw per day). Excessive use of any of these services may incur an additional charge, which may be collected locally by the Owner, or by us.

## 5. OUR RESPONSIBILITY FOR YOUR BOOKING

The accommodation and transport services featured in this brochure and on our website belong to and are managed by independent owners and suppliers. Your contract is with the Owner. As agent we accept no responsibility for the provision of the accommodation by the Owner. Our responsibilities are limited to making your booking in line with your instructions. We also do not accept liability for any information about the accommodation or other service that we pass on to you in good faith.

However, if in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is twice the cost of the accommodation or other service booked through us (or the appropriate portion of this if not everyone on the booking is affected) unless a lower limitation applies to your claim as outlined below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday. We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

Our liability will also be limited in accordance with and/or in an identical manner to the contractual terms of the Owner of your accommodation or other services that are incorporated into this contract. We also rely on any relevant international convention, for

example the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having the benefit of any limitation of compensation contained in these or any conventions. Please ask us for copies.

You must provide us and our insurers with all assistance we may reasonably require. You must also tell us and the property owner/supplier concerned about your claim or complaint as set out in clause 12 below. If asked to do so, you must transfer to us or our insurers any rights you have against the property owner/supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

Force Majeure. We, on behalf of ourselves as agent, and the accommodation Owner or service provider, do not accept responsibility or pay any compensation where the performance or prompt performance of the contract is prevented or affected by reason of circumstances which amount to "force majeure".

Circumstances amounting to "force majeure" include any event which we or the Owners could not, even with all due care, foresee or avoid. Such circumstances include but are not limited to the destruction or damage of your accommodation (which cannot reasonably be remedied to a satisfactory standard before the start of your holiday) through fire, flood, explosion, storm or other weather damage, break-in, criminal damage, riots or civil strife, industrial action, natural or nuclear disaster, adverse weather conditions, war or threat of war, actual or threatened terrorist activity, epidemic and all similar situations beyond the owner's control.

## 6. IF YOU CANCEL YOUR ARRANGEMENTS

Telephone us immediately if you have to cancel and on the same day send us written confirmation by post, email or fax quoting your booking reference or instruct your travel agent to do the same on your behalf.

Your cancellation is effective from the date we receive your written confirmation from you or your travel agent. The cancellation charge, which reflects the Owner's charge plus our administration fee, is set out below. NB Some transport providers may impose stricter and/or different cancellation charges/cancellation timetables. Where applicable to your booking, you will be advised of these at the time of booking.

Period before scheduled departure date within which written cancellation is received.	Cancellation charges as % of total costs (excluding insurance premiums, credit card charges and amendment charges)
More than 42 days	30%
42 - 29 days	60%
28 - 15 days	80%
14 - 1 day/s	90%
Day of departure	100%

Insurance premiums, credit card charges and amendment charges are non-refundable in any event.

## 7. DAMAGES & SECURITY DEPOSIT WAIVER CHARGE

You are recommended to have personal insurance that covers you for accidental damage and personal liability. You may be required to check and sign an inventory on your arrival at the property. If at this time you discover that anything is missing or damaged then this must be reported to the owner/keyholder immediately otherwise it will be presumed that the damage/loss was caused by yourselves and a charge will be made. In the event of any damage, breakages, losses, additional cleaning or other costs including supplements for any additional guests not previously notified to us, charges may be made by the owner/keyholder on site or by ourselves. We and the Owner reserve the right to pursue you for any costs relating to a property left excessively dirty, and any breakages or damage to the material structure of the property.

All bookings will be subject to a non-refundable security deposit waiver charge and/or breakage deposit. All details are provided on your confirmation invoice. This security deposit waiver charge provides cover for the cost of any minor damage and/or breakages caused by you in, at or to the property and is payable to us with the final balance. If the security deposit waiver charge is not sufficient to cover the cost of any breakages and/or damage caused, you will be responsible for full payment of any additional charges, costs and/or losses incurred on request. If you prefer not to pay the non-refundable security deposit waiver charge then you will be asked to pay a refundable security deposit of £500 to Hosesasons Villas and Apartments at the time of booking. If you have not caused any damage and/or breakages as described above, the security deposit will be returned to you in full within 4 weeks of your return. In a few properties, you will be required to lodge a security deposit directly with the property owner for the duration of your holiday. This is specified on each property description, if applicable.

## 8. IF YOU CHANGE YOUR ARRANGEMENTS

Requests for amendments after your booking has been confirmed must be in writing by post, email or fax. If it is possible to make the amendment, we will charge a £30 administration fee together with any costs or charges imposed by the Owner and any applicable increase in the price if the amendment relates to a change of date. Amendments after ferry tickets have been issued will incur a £50 fee plus any charges or fees imposed by the ferry company, which can be as much as 100% of the cost of those arrangements.

## 9. IF YOUR ARRANGEMENTS ARE CHANGED OR CANCELLED

In the unlikely even of the Owner cancelling or making a major change to your booking after the booking has been made, we will tell you as soon as possible and try to provide you with alternative accommodation of a similar standard (where available) or a full refund. A major change means one or more of the following changes where made before departure: a change of property to one of a lower standard for the whole or a major part of your holiday, a change of area outside a 40 mile radius of the one originally confirmed, or an advertised swimming pool being withdrawn for an extended period, provided that our UK office has been informed.

If a similar standard property is not available and you choose to stay in a more expensive property, you will have to pay the difference. As we are an agent, we regret we cannot pay any compensation or reimbursement of any expenses or costs that you may incur as a result (including costs of any transport or other service booked independently by you.)

If, due to "force majeure" (see clause 5) it is necessary to change or terminate your arrangements after departure but before the scheduled end of your time away, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

## 10. TRANSPORT

One-way ferry bookings cannot be made under any circumstances nor can refunds be made in respect of unused portions of a ticket. We are unable to offer any assistance in the event of a delay to your ferry crossing and any such assistance is the responsibility of, and at the discretion of, the carrier.

## 11. TRAVEL DOCUMENTS

You are responsible for your party's passports, insurance documents, inoculations etc. For British citizens, a full ten-year British passport (but no visa) is required. All members of your party, including children, need their own passport. If anyone needs to obtain their first passport, our recommendation is that you should apply for one at least 8 weeks before your holiday. The UK Passport Service has to confirm your identity before issuing your first passport. If you or any member of your party is not a British citizen or holds a non-British passport, 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. Information on health is contained on the Department of Health website ([www.dh.gov.uk](http://www.dh.gov.uk)) or in the Department of Health leaflet T7.1 (Health Advice for Travellers). For European holidays you should obtain a European Health Insurance Card prior to departure. You can apply for the card online, by post or on the phone. E111's are no longer valid.

## 12. COMPLAINTS

Your contract is with the Owner and the Owner is ultimately responsible for any problems in the provision of the accommodation or service.

(a) If you have a justifiable complaint concerning your holiday, then you must first try to resolve it with the owner/keyholder/other supplier yourself. (b) If they are unable to resolve the complaint, or you experience problems with the owner/keyholder/other supplier, you must contact our UK office or the Emergency Contact number as indicated in the key details and request assistance, so that the matter can be resolved on the spot. You must give us the opportunity to try to resolve any problems or complaints you may have whilst you are at the property. Any refusal to do so or refusal of reasonable rectification may prejudice your rights to compensation or repayment. Please ensure you leave a telephone number and a time for us to contact you back. If your phone is a mobile, ensure it is switched on and that you are in a clear reception area. We may need time to make arrangements. Owners/keyholders/repair people must be given access to the property if you have a problem. We reserve the right to contact the owner/keyholder/other supplier at any time during this process, and you must agree to meet with the owner/keyholder directly to discuss any situation which may arise. We also reserve the right to send an independent witness to the property to establish facts. This person is not available to make direct comment. If despite having contacted us the problem remains unresolved, it is essential that you contact our UK office again as we are entitled to assume that you are satisfied if we do not hear from you again. (c) You

must not independently move to other accommodation without first allowing our UK office the opportunity to assist you in resolving your complaint or problem. If you do so, or you refuse reasonable rectification, you may prejudice your rights to compensation or repayment. (d) You must also formally confirm any unresolved complaint in writing to us within 28 days of your return from holiday. (e) We will deal with all observations and/or comments received in writing on behalf of the Owner. (f) Failure to notify us of complaints entirely in accordance with this paragraph may affect your rights under this contract.

If the matter cannot be resolved and it involves us or another ABTA member, then we can offer you an arbitration scheme. This is arranged by ABTA and administered independently by the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website.

The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element.

The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if we agree, but the ABTA Code does not require such agreement.

For injury and illness claims, you may like to use the ABTA / Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from [www.abta.com](http://www.abta.com).

### 13. BROCHURE & WEBSITE ACCURACY

We have taken care to ensure accuracy at the time of publication of our brochure and continuously with the website. We cannot be held responsible for changes occurring after publication throughout the year, or for information relating to third parties. We will endeavour to inform you of any material inaccuracies or changes that occur after brochure publication after we receive notice. Some temporary changes, e.g. swimming pool maintenance, fixtures, fittings, features and facilities cannot be predicted. Distances and sizes quoted are approximate. Recent legislation requires all pools in France to have an appropriate security system installed. The information provided for each property's security system may be subject to change and you should check before booking. Not all pool photos available show fencing or their designated security system to comply with the legislation, and as such the images shown in the photos may have changed slightly by the time of your visit. Also certain items in photos (furnishings, etc) are subject to change, and may not always be exactly as shown. Regrettably, errors in information and prices do occasionally occur. You must therefore ensure that you check all details of your chosen accommodation and other services (including the price) at the time of booking. All accommodation and other services featured in this brochure and on our website are subject to availability.

### 14. THE ACCOMMODATION

There are widely varying standards in different countries in terms of electrical fittings, plumbing, ventilation, decoration and building requirements, although properties conform to local building standards. Many properties have septic tanks and not mains sewerage, and occasionally an odour may be noticeable. Houses often have steep and open staircases and some do not have banisters. It is not unusual for there to be bare electrical wires and often lights do not have lampshades. Furniture may be old, the décor may not be to your taste and mattresses may not be as comfortable as your own. Many houses are shut up during the winter months and therefore may appear musty on arrival. If your property is particularly old or rustic be prepared for patches of damp or cracks in the plaster. Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. The monitoring, enforcement and compliance with such regulations and standards is the responsibility of the specific authorities and the supplier of the services concerned. Clients must take all reasonable precautions to protect themselves whilst on holiday. In certain respects, a European countries' safety standards may be lower than those of the UK.

You will be expected to provide basics such as toilet rolls, cleaning materials, cooking basics, bin liners, etc.

Remember that you are staying in someone's private property. Treat the accommodation and its furnishings and fittings carefully. Please respect your neighbours and avoid causing noise and/or any nuisance. Some countries have laws prohibiting noise and disturbance after 10pm.

Electric fences, which may adjoin your property, are not dangerous and must be accepted.

The maximum party size in each property is stated in the description. This figure includes children under the age of 4. Changes to the numbers quoted at the time of booking must be requested in writing in advance of your arrival at the property. We must be informed of any guests, not advising to us at the time of booking, staying at the property or using the property's facilities, for which an additional charge may be payable. Pitching tents or parking caravans to accommodate more people than the maximum is strictly forbidden. Animals are not allowed in the properties without permission. Take sensible security precautions and ensure all windows are closed and doors locked, and any alarm system where fitted is set when leaving the property.

Certain countries, especially France, Spain and Portugal are subject to forest fires. The use of barbecues may be restricted and incur heavy fines even if our description shows a barbecue is available. Please ensure that you check before using one. Property owners enter a contract with you on the condition that you abide by these simple rules and that the occupation of the property is not connected with any professional or commercial purpose.

### 15. BEHAVIOUR

By making a booking with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the villa Owner or other service provider. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behave in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, the Owner, Hoseasons Villas and Apartments, or any person in authority are entitled, without prior notice, to terminate the contract of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. Neither the Owner or Hoseasons Villas and Apartments will have further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

Although pets may be allowed at certain properties, in the interest of safety we are unable to accept the following types of dog in accordance with government legislation: American Pit Bull Terrier, Japanese Tosa, Fila Brasileiro and Dogo Argentino even where these types of dog are muzzled as required by government legislation.

### 16. ARRIVAL & DEPARTURE

You must arrive at your property between 2pm and 8pm (In France between 4pm and 8pm), and depart by 10am. If you arrive later than 8pm you may not be able to access your property and will have to make alternative accommodation arrangements until the following day. You are responsible for any resulting cost. It is imperative that you contact the keyholder at least 24 hours beforehand to make alternative arrangements. On departure, clients are expected to remove all their personal items including all foodstuffs, empty fridges/freezers, empty all bins, empty dishwasher and filter, flush toilets, wash up and put away all used kitchen equipment, return all items to their original positions, wipe surfaces, sweep floors and dispose of all household rubbish at the designated disposal point. The property must be left as clean as you would expect to find it. Failure to do so will incur costs to you. You must leave enough time at the end of your stay for the owner/keyholder to conduct an inspection of the property in your presence. If you do not allow this and any damage, breakages, losses, etc. are found after your departure it will be presumed that these have been caused by you and you will be charged.

### 17. CONDITIONS ABROAD

Customs, habits and lifestyles may be different in the countries we feature. You may find domestic, farm and wild animals in the vicinity and associated noise, smell and droppings. Insects (including stinging/biting insects), spiders and rodents do find their way into properties. Spiders can produce webs within 12 hours, and this does not indicate poor cleanliness. These are local prevailing conditions totally outside our control for which we cannot accept any liability. Cuts in water and electricity supplies may occur at any time without warning. Electricity supplies cannot always support several appliances being used simultaneously, and may fail if overloaded. We cannot be held responsible for technical problems with the property/facilities or technical/chemical problems with pools, or any problems with any electrical appliance as a result of interruption to the electricity supply.

In some areas barbecues are forbidden (see clause 14 above). Swimming pools and gardens do have to be maintained and this may occur during your stay without notice. Notice of fêtes, festivals and local celebrations or events is not automatically given and may result in increased levels of traffic and subsequent noise. We cannot be held responsible for any seasonal increase in traffic

levels, noise or disturbance. Building or road works may take place in the vicinity of the property. We cannot accept responsibility for noise or disruption caused by any of these events.

### 18. PLEASE CHECK ALL DETAILS

Please check the confirmation invoice carefully immediately on receipt and advise us straight away of any apparent error. We regret we cannot accept liability for any inaccuracies or omissions in any document if we are not notified of it within 7 days of issue date of the document concerned. The itinerary is your personal decision; we do not check your timings or make special arrangements for late or early arrival, therefore you must ensure that your chosen travel arrangements allow you plenty of time to reach your property at the appropriate time. You must inform us in writing at the time of booking of any disability or medical condition any member of your party has and of any other circumstances which may affect your holiday (for examples babies and small children, elderly persons, late or early arrival at the property, specific allergies). At the same time, you must also give us full details in writing of any special requirements you may have. Although we will endeavour to pass any reasonable requests on to the owner of the property, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the owner or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as 'standard bookings' subject to the above provisions on special requests. If we reasonably feel unable to properly accommodate the particular needs of any member of your party, we must reserve the right to decline your booking on behalf of the Owner or other service provider, or, if full details are not given at the time of booking, cancel when we become aware of these details.

### 19. EARLY OR PRE-BROCHURE BOOKINGS

If we have given you a quotation for a booking of a property featured in any of our earlier brochures, please note that such a quotation does not constitute a binding contract between us until you pay your deposit and we issue our confirmation invoice. Therefore, if you have received a quotation from us, please ensure that the description relating to the property in question accords with your expectations prior to paying your deposit.

### 20. ABTA

We are a member of ABTA, membership number L4801. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. Further information on the Code can be found on the ABTA website.



### 21. PRIVACY STATEMENT

In the interests of staff training and improving customer service we may occasionally record and monitor telephone conversations with clients.

In order to process your booking, we need to collect certain personal details from you. These details will usually include the names and addresses of party 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. If we need any other personal details, we will tell you before we obtain them from you.

We need to pass on your personal details to the companies and organisations who need to know them so that your holiday can be provided (for example the property owner, hotel, other supplier, credit/debit card company or bank). Such companies and organisations may be outside the European Union, Norway, Iceland or Liechtenstein if your holiday is to take place or to involve suppliers outside these countries.

Where you give us details relating to your physical or mental health or condition, we will ask you to give us your written consent to our holding, using and passing on such information.

Except where expressly permitted by the Data Protection Act, we will only deal with the personal details you give us as set out above unless you agree otherwise. For example, if we wish to use any of your personal details for marketing purposes, we will tell you this when we ask for the details and give you the opportunity to say no if you do not want us to do so.

We promise to keep all personal details you give us in connection with your booking confidential. We have appropriate security measures in place to protect this information. Printed August 2008. ABTA No. L4801