

Villa Vesta - Terms and Conditions

Please read the conditions carefully before making a booking and make a copy for your records. No booking is accepted until the conditions are read.

1. Bookings

- 1.1 The website displays an availability calendar as a guideline only, confirmed of your booking will happen on receipt of your deposit.
- 1.2 The availability calendar automatically displays a different colour depending on the status of availability. On receipt of the booking form and the deposit/full payment, Villa Vesta will change the colour to represent a 'confirmed booking'.
- 1.3 When making this booking you guarantee that you have the authority to accept and do accept on your own behalf and that of the party intending to stay in the property ('Your Party') these conditions.
- 1.5 Confirmation of your booking constitutes a contract between Villa Vesta and you ('the party leader'), which is governed by English Law.
- 1.6 No amendments may be made to these conditions or the booking form unless written authorisation and signed by Villa Vesta.

2. Payment

- 2.1 If a booking is made within 8 weeks of departure, full payment is required with the completed booking form. The security deposit will be required.
- 2.2 In all other cases a deposit of 25% of the total holiday price, including any extras as displayed in the confirmation email/letter, is required at the time of booking and the balance of 75% will be due not less than 8 weeks prior to departure.
- 2.3 In addition to the final holiday payment, a security deposit of £500 per booking will be required 14 working days prior to departure to ensure cleared funds. The deposit will be returned within 14 working days of your return, less any costs incurred, including but not limited to accidental damage to the property and any contents, excess cleaning, theft and loss/non return of keys.
- 2.4 In the event of full payment not being made by the due date, we reserve the right to cancel any booking. Any deposits will be forfeited and you will be required to pay any cancellation charges in accordance with the cancellations terms.

3. Prices

- 3.1 We reserve the right to change prices due to any errors or inaccuracies appearing on our website or brochure.
- 3.2 Prices will be accepted by you when we receive payment for your booking.

4. Changes by you

- 4.1 If, after confirmation, you wish to change your booking in any way, we will do our utmost to make these changes, but it may not always be possible.
- 4.2 Any request for changes must be in writing and signed by 'the party leader' and will incur a minimum administration fee of £25, in addition to any extra payments that become due.
- 4.3 Any changes will only come into effect as soon as we have sent a new written confirmation (Including email).
- 4.4 Except for a change of name/deletion of party member or members, any changes you make within 8 weeks of your departure date will be treated as a cancellation (see Cancellations) and the cancellation charges set out in the section below may apply.

5. Cancellations

- 5.1 A cancellation must be in writing, signed by 'the party leader' and sent by recorded delivery. This will ensure a guarantee of delivery as cancellation applies only on receipt of written confirmation and a written reply from Villa Vesta (including email).
- 5.2 If you cancel after we confirm your booking, you must compensate us for losses, as we incur costs from the moment of your booking. The closer your cancellation to the departure date, the less likely we are to recover the costs by re-selling the holiday at the listed price. Our cancellation charges therefore increase as set out below.
- 5.3 Cancellation Charges
More than 10 weeks to Departure Deposit and costs
70 – 42 days prior to Departure 30% of the cost of your Holiday
42 – 29 days prior to Departure 50% of the cost of your Holiday
28 – 22 days prior to Departure 70% of the cost of your Holiday
21 – 15 days prior to Departure 90% of the cost of your Holiday

14 – 0 days prior to Departure 100% of the cost of your Holiday

5.4 If we have received the security deposit, it will be returned in full.

6. If We Change or Cancel your Booking

- 6.1 It is unlikely that we have to make changes to your booking. However, if we have to make changes, correct errors on the website or brochure, or any other details both before and after bookings have been confirmed, we will do our best to notify you as soon as possible.
- 6.2 If a significant change or cancellation has to be made to your booking we will notify you as soon as possible, you may then:
- A. Accept the changed arrangements. If it is price, then Price terms apply
 - B. Cancel your booking, in which we will refund all monies paid by you.

7. Your Accommodation

- 7.1 The Property is reserved exclusively for the people named on the final Booking Form (this includes and changes to the party and is based upon our final written confirmation). No other persons are permitted to stay at the property unless this has been agreed with us in writing and appropriate payments have been received and confirmed.
- 7.2 Should you or any other members of your party be responsible for breakages, loss, damage, excessive cleaning or theft of any item in the property, including the property and its grounds, a charge will be taken from the security deposit (See Security Deposit 2.3). If the costs are greater, Villa Vesta will invoice you for the costs following your holiday, subject to English Law.
- 7.3 The property is reserved from 18:00 on the day of the agreed Arrival date and must be vacated by 13:00 on the agreed Departure date. This allows appropriate time for cleaning and preparation of the property for you on arrival and our last guests on departure.
- 7.4 Under no circumstances are animals allowed in the property, including its grounds, except sight or hearing dogs. On signing the booking form you agree to leave the Property in the condition you found it on arrival.
- 7.5 You will be given a contact number of the person who will attempt to assist you with any queries you have whilst on holiday: Whilst we endeavour to return all calls immediately, we cannot guarantee that these people will be 'on call' at all times of the day or week. We ask that you leave a message, if the person is unobtainable and we will return the

call as soon as possible.

- 7.6 It is 'the party leader's' responsibility to read the arrivals book outlining the correct use of the property and its surroundings and relay this information to their respective party members. This includes, but does not limit to, the use of all electrical equipment, the pool, the grounds and roof terraces, water and gas, fire and evacuation, awareness of local wildlife and insects.
- 7.7 At no time is 'the party leader' or any of their party to attempt to fix or touch any items in or around the property that are, or appear, faulty. We accept no liability for any injuries arising from a person ignoring this request.
- 7.8 Any faults must be reported to the contact as detailed above (See 7.5). We will do our best to rectify any problems, but will accept no liability for any features or facilities that are not available beyond our control.
- 7.9 All children ARE TO BE SUPERVISED AT ALL TIMES and special note is to be taken around the pool which is walled and gated for their safety. The Property has stone features, uneven and different levels – not dangerous, but please pay particular attention to be taken by parents and party members alike (See Liability).

8. Special Requests

- 8.1 If you have any special requests that do not form part of the arrangements described in the website or brochure, please inform us in writing. We will do our best to do so and it will not form part of our contractual obligations.

9. Directions/Keys

- 9.1 It is 'the party leader's' responsibility to ensure they have received directions from the airport to the property and from the property to the airport. This includes both airports. Directions are available from our website as a "download".
- 9.2 You will be met at the Villa by the Villa manager. She will issue you with keys. It is 'the party leader's' responsibility to ensure that all keys are returned on your departure. Loss of keys will result in costs being applied as per clause 2.3.

10. Travel Insurance

- 10.1 'The party leader' and all of their party must have the adequate travel and personal accident insurance. It is advisable for this insurance to be in

place at the time the booking is made. We are not responsible for checking the adequacy of such insurance and you should satisfy yourself in this respect.

11. Behaviour

- 11.1 At all times during your holiday, you are expected to have consideration for your party and any third parties.
- 11.2 If in the opinion of the property owner, property representative or any other person in authority you are or appear to be behaving in such a way as to cause, or likely to cause, danger, distress, annoyance or damage to the property, the owner may terminate your stay at the property. In this situation, we will have no further liability to you or your party and will not be responsible for meeting any expenses you incur as a result, making any refund or paying any compensation. In addition, you will be responsible for any expenses we incur as a result of your behaviour, such as flight costs in order to meet and cancel the holiday.

12. Liabilities

- 12.1 We accept responsibility that the property is supplied as per the description on the website and brochure. We cannot be held liable for errors or omissions in the website and brochure. The property is subject to aesthetic and facility/content changes. We cannot be held liable for changes which may conflict with the description on our website and brochure.
- 12.2 'The party leader' is responsible for satisfying yourself that the accommodation is as described at time of booking and will be adequate for yours and your party's requirements before signing the booking form.
- 12.3 Certain facilities and features in the property, its grounds and the website may not be available from time to time due to circumstance beyond our control for which we accept no liability.
- 12.4 The contract exists between Villa Vesta and the lead passenger, who is acting on behalf of the whole party and is limited to the property and associated services only.
- 12.5 The information and descriptions supplied within the website, brochure and these terms and conditions are believed to be accurate and are offered in good faith.
- 12.6 We do not accept any responsibility or liability for acts of omission of third parties that may prevent or disrupt the lead passenger and their party's

booking.

- 12.7 No liability can be accepted by us 'Villa Vesta', for any injury, loss or damage to, 'the party leader', any member of their party or any visitor to the property, arising out of or in connection with the property, grounds and pool.
- 12.8 We cannot be responsible to fulfil our obligations or be liable for circumstances where the contract is affected by 'force majeure'. In the context of these terms and conditions, 'force majeure' is any event that we could not, even with due care, avoid or foresee. These events include, but are not limited to war, threat of war, riot, civil commotion or strife, hostilities, industrial dispute, natural disaster, fire, acts of God, terrorist activity, nuclear disaster, adverse weather, government action, technical problems or other events out of our control.

13. Complaints

- 13.1 If you have a complaint whilst on holiday, you must bring this to the attention of the owner of the property and/or the local Villa Vesta representative as detailed in clause 7.5 IMMEDIATELY so that an investigation may be carried out.
- 13.2 If this matter is not resolved, 'the party leader' must contact us, in writing, within 14 days of the date of the agreed end of the property rental. If the complaint has not been reported as detailed in this clause, we Villa Vesta cannot accept responsibility or be liable for any claims or complaints.

14. Statutory rights

- 14.1 These conditions do not affect your statutory rights as a consumer. You should contact your local Trading Standards Department or Citizens Advice Bureau if you need any more information about your statutory rights.