



BOOKING CONDITIONS

1. All bookings are made with Villascapes Ltd, 'The Company', acting as the appointed representative for accommodation owners and/or their locally appointed manager. You sign the booking form on behalf of yourself and all members of your party there indicated, and thereby agree to be bound by these terms and conditions. With regards to bookings for ITALY, you will be subject to the individual conditions of the supplier with whom your booking is made (details on request).

2. A non-refundable deposit of 25% of the total accommodation rental cost must be sent with the booking form, together with, where applicable, the full insurance premium, and a £10 deposit for each hire car booked. No contract will exist between you and the accommodation owner/manager until The Company has received the full deposit and booking form and returned your confirmation invoice.

3. The balance of your holiday payment (to include breakage deposit, and car hire (if applicable)) must be received by The Company at least 8 weeks before your departure date; if your booking is made within 9 weeks of departure, then full payment must be sent with the booking form. If payment is not made on time, The Company reserves the right to cancel the booking without prior notice and retain any payment received. Only those persons named on the booking form have the right to occupy the accommodation, and this is (unless otherwise agreed by The Company) from 14.00 or 16.00 hours (depending on the accommodation booked) on the day of arrival to 10.00 hrs on the day of departure. Pets cannot be accepted unless agreed in writing in advance by The Company.

4. All prices quoted are in sterling, based on prevailing local charges, taxes and exchange rates (as of 1 October 2006). In the event of any significant changes to these charges, taxes or exchange rates (i.e. over 2% of the total cost), The Company reserves the right to revise holiday costs at any time prior to final payment being made, but at a time not less than 30 days prior to departure. No price increases will apply once full payment has been received, and in all cases the client has the right to cancel if the final price is 10% or more than the original price agreed. Please note that any bank charges incurred in the negotiation of foreign cheques, euro cheques, bank transfers, etc have to be charged to you.

5(a) A breakage deposit (between £50 and £200 depending on the property rented) is payable with the balance payment. It is held against damage or loss occurring during your tenancy, and will be returned to you, less any monies claimed by the accommodation owner/manager, within 10 days of the end of your holiday. You are responsible for leaving the accommodation and its contents in good order; if any necessary extra cleaning is deemed necessary by the accommodation owner/manager, The Company reserves the right to deduct any such costs from the breakage deposit before returning it to you. If the damage you cause exceeds the breakage deposit paid, you must pay the difference.

A separate deposit payable to the accommodation owner/manager locally is payable on arrival at the accommodation if use of the telephone outgoing facility (where available) is required.

(b) Please report all breakages to your accommodation manager as soon as possible, and where possible, all small items broken should be replaced locally, as we like to return your deposit intact.

(c) The Company will be the final arbiter in any dispute between you and the accommodation owner/manager concerning any claim arising in connection with paragraphs 5(a) and (b) above.

6. Once The Company has sent you your confirmation invoice, a charge of £15 will be made for each amendment you request altering your original requirements, plus any applicable cancellation charge under paragraph 7. Please note that any other arrangements The Company makes on your behalf, such as car hire, are subject to the booking conditions of the companies concerned, and any of their amendment charges will be passed on to you. Any monies paid to The Company for travel insurance are not refundable.

7. Any cancellation made by you or anyone in your party must be sent to The Company in writing. You will have to pay a cancellation charge which is based on the date The Company receives your notification, as follows: Up to 8 weeks (56 days) before departure: Loss of accommodation, travel insurance and car hire (where applicable) deposits.

4-8 weeks (28-56 days) before departure: 75% of total holiday cost comprising accommodation, travel insurance and car hire (where applicable)

4 weeks (28 days) or less before departure and for no-shows: 100% of total holiday cost comprising accommodation, travel insurance and car hire (where applicable).

For reasons genuinely beyond your control, the above cancellation charges may be recoverable under your insurance policy. Insurance cover is absolutely essential and The Company cannot accept any bookings without proof of such cover. Please note that your failure to occupy the accommodation booked will be regarded as a cancellation, and the accommodation/owner reserves the right to resell all or part of the booking without prejudice to the right to collect the cancellation charges.

8. The Company and the accommodation owners/managers represented reserve the right to cancel or modify your arrangements, due to the failure or inability of The Company's suppliers or those of the villa owner/manager. A change before you depart may be 'major' or 'minor'. A 'major' change is one which materially affects the holiday you have booked, for example a change of accommodation to a lower standard. Any other change is 'minor'. If there is a 'minor' change, we will try to let you know (although we are not absolutely obliged to do so), but you will not be entitled to cancel or receive compensation. The Company will take all steps necessary to avoid such occurrence, but if it should be necessary to make a 'major' material alteration of any kind, you shall have the choice of either accepting the alteration, and taking the alternative accommodation, paying the difference if it more expensive, or receiving the appropriate refund if it is cheaper) or cancelling and receiving a prompt and full refund of all monies paid to The Company. The Company's liability is limited to refunding your money in full, less any insurance premium paid, but plus the following compensation, except if the major change is caused by 'Force Majeure' (see below).

More than 56 days	- nil
29 - 56 days	- £5 per person
15 - 28 days	- £10 per person
0 - 14 days	- £15 per person

9. In the event of cancellation or modification of any arrangements or any losses/expenses caused due to natural disaster, war, civil strife, strikes, sickness or quarantine, inclement weather conditions, airport closures, technical problems of any kind, terrorist activities or any other circumstance amounting to 'Force Majeure', The Company will be released from all liabilities under the contract, and no refund nor compensation will be made to you.

10. The Company honestly believes that all its accommodation details/descriptions are accurate, as all such information has been made available to The Company by accommodation owners/managers. Whilst every effort is made to verify every detail, The Company cannot be held responsible in these circumstances for the statements made. All information is provided in good faith, and does not constitute any representation other than that The Company believes that all particulars supplied are correct.

11. The Company shall not be liable for any act, omission or default whatsoever or howsoever caused, on the part of accommodation owners/managers or their servants/agents. The Company also cannot be held liable for the omissions or actions of any persons (other than for the negligence of an employee of The Company acting in the course of their employment) nor the failure of any public services, or supplies in the villas of an electrical, electronic, technical or mechanical nature, connected with the holiday arrangements over whom or which The Company has no direct control.

12. The Company will not in any circumstance accept responsibility for loss of life, personal injury, illness, loss or damage to baggage and personal effects or consequential loss, unless such loss has been directly caused by a negligent act or omission of an employee of The Company acting in the course of their employment.

13 (a) Should you have any cause to complain about the accommodation booked, please make sure you inform your local villa manager within 24 hours of the cause of the complaint arising, so that an opportunity to rectify the problem is given. Complaints will not be treated sympathetically if not received within this time frame. If the problem is not satisfactorily resolved, you must send any complaint to The Company in writing within 14 days of your return; The Company will forward the same to the accommodation owner/manager concerned for his resolution.

(b) No complaint will be considered if you, through your own fault, contributed to the circumstances which spoil your holiday or brought it to an untimely ending.

14. No responsibility can be accepted by The Company for the failure to carry valid passports, visas or other documentation required for travelling.

15. English law shall apply to these conditions and the English courts shall have exclusive jurisdiction.