

Site terms and Conditions

References on this Web Site to "we", "our" and "us" are references to Villas4kids Ltd.

The information on this Web Site is directed solely at those who access this site from the United Kingdom. We are an English registered Company (registered office: Villas4kids, 12a Charterhouse square, London EC1M 6AX, registered number 07355322). Our business and the services we offer are governed by the applicable laws of England and Wales. No warranties and/or representations of any kind, express or implied, are given as to the compliance of the information shown on this Web Site, the services offered by or on behalf of us, any information relating to such services and our business in any respect with any laws of any other country which do not, in any event, affect or apply to the same.

For persons who are resident in the European Union, the applicable booking and purchase conditions are those which appear on the relevant product pages and you must read these before confirming your booking or purchase. Residents of other countries must identify themselves as such at the time of booking or purchase and ascertain whether the booking or purchase will be accepted from their country of residence and the conditions applicable to their booking or purchase. All bookings and purchases are also subject to the general information appearing in our current On-line brochure and product descriptions. We recommend you print a copy of our applicable booking conditions and this additional information together with all other relevant details relating to your chosen accommodation prior to making a booking with us.

Our booking and purchase conditions contain limitations and exclusions of our liability to any person(s) who books with us. Cancellation and amendment charges are payable if a booking or other purchase is cancelled or amended after it has been confirmed.

Access to this Web Site is conditional on your agreement that all information contained in it and all matters which arise between you and us will be governed by English law. Access is further conditional on your agreement that any dispute or matter which arises between you and us will be dealt with by the Courts of England and Wales only to the exclusion of the Courts of any other country.

No promises and/or representations of any kind, express or implied, are given as to the accuracy of any of the information contained on this Web Site or as to the nature, standard, suitability or otherwise of any services offered by us or on our behalf. We shall not be liable for any loss or damage of whatever nature (direct, indirect, consequential or other) which may arise as a result, directly or indirectly, from the use of any of the information or material contained in this Web Site and/or use of or access to any other information or material via web links from this site or any inability to access or use this Web Site. These exclusions of liability apply only to the extent permitted by law and, except for information or material accessed via Web Sites or supplied by an identified Third Party, where consistent with our applicable booking conditions. If any of these exclusions, in whole or part, is found to be unlawful, void or for any other reason unenforceable, that exclusion or part of the exclusion shall be deemed severable and shall not affect the validity or enforceability of the other exclusion(s) or part(s) of the exclusion(s) in question.

Without prejudice to the foregoing provisions, we are entitled to the benefit of any applicable exclusions and/or limitations of liability permitted by the laws of any country found to be applicable to the information shown on this Web Site and/or any services offered by us or on our behalf.

The information and/or prices shown on this Web Site are updated from time to time and therefore may have changed by the time you come to book your accommodation. Whilst every effort is made to ensure the accuracy of all such information and prices, regrettably errors do occasionally occur. You must therefore ensure you check all details of your chosen accommodation (including the price) at the time of booking.

The copyright in the material contained on this site belongs to us or its Licensors. The material may only be used for that person's own personal use for non-commercial purposes.

Essential information

The following information will help you find out about all aspects of your stay in Villas4kids accommodation. Should you require any further information regarding any of the matters below, please do not hesitate to contact us.

Accommodation

The vast majority of our properties are privately owned and are furnished to the owner's taste, so the standards and styles of property will inevitably differ. We endeavour to give an accurate description of each property with interior and exterior photographs. Please note that in some properties it is not always possible for the furnishings within the lounge/dining area to accommodate all occupants at any one time. The properties featured operate to their own country's safety standards and regulations which may not be of the same level that we enjoy in the UK and may often be lower.

Accommodation service

Cleaning, water, electricity and gas consumption are included within the property's rental cost unless otherwise stated within the accommodation description. Unfortunately it is the case that many resorts can suffer from water or electricity shortages and supplies can be cut off without notice for varying periods of time. In addition, you may find that the electricity may trip if too many appliances are used at the same time. We ask for your patience and co-operation in such instances, as you will appreciate these situations are out of our control.

Air conditioning/heating

When accommodation is equipped with air conditioning, this will be detailed accordingly. A charge will be payable locally when stated. Please note that the majority of our properties are not equipped with any form of heating facilities, however where available, there may be a charge locally to use this facility.

Airport taxes and visas

Any taxes payable or visas required are the responsibility of the guest. We are not agents and are in no way liable for any such aspects of your travel.

Assistance in resort

You have chosen a private villa rental and we intend to respect your privacy. Should you require assistance in any way; someone will be close at hand. We do ask that you contact the representative between the hours of 9am and 5pm unless there is an emergency. You will find the contact details in your welcome book. Contact outside these hours for non-emergency assistance may entail a surcharge.

Building work and other distractions

Building work and noise are unavoidable as the demand for new accommodation increases. There is a possibility of building work or construction work, which may be carried out by local authorities or private developers. Many of our properties are also situated in residential areas and work may begin on a neighbouring property over which we have no control, nor are we given prior notice. However in any event we will always do our best to inform you of the facts in advance but if this is not possible, please accept our apologies. Where properties are located near undeveloped land e.g. farmland you may also experience unavoidable noises and smells associated with this environment.

Car hire

We can recommend car hire agents on request. Any contract made with car hire or any other company are solely between you and that company. We are in no way liable for any aspect of the service, goods or any other service provided.

Children's safety

As we know, children are naturally curious, especially when on holiday where there are lots of areas and things to be explored. Please ensure that children are not left unsupervised at any time during your holiday and take extra care with balconies and swimming pools etc. Parents are responsible for the actions of their children at all times. Any fencing provided is in no way guaranteed to contain children and is not a substitute to adult supervision.

Early/Late season and Public Holidays

We would like to advise our customers that certain resorts may have limited facilities available during early and late season and Public Holidays.

Flight, ferries and Eurotunnel

From time to time unforeseen circumstances such as bad weather or mechanical failure can cause delays. We are not agents for flights, ferries or trains and are in no way liable for such delays. We will however endeavour to help where we can with regard to accommodation when such delays occur.

Heated pools

Heated pools are only available when stated in the relevant accommodation description and heating is usually only in operation during the winter months, ie 1 Nov until 30 Apr. Most heated pools are electrically or oil heated and may take up to four days to heat, providing the pool with beneficial warming. The temperature of the pool will also depend on the weather conditions, especially if it is solar heated, however if a pool cover is available, please use, as this will assist maintaining the pool temperature at night. Please ensure that care and attention is taken when using this facility. In certain cases a charge will be incurred for pool heating which may be payable locally or on your booking invoice.

Highchairs/cots and other child related provisions

If you require a cot or highchair or any other child related provision please request it at the time of booking in order that we can ensure it is at the property on your arrival. In some cases a supplementary charge will be added to your invoice (please see your booking details). Cots are provided locally and will differ from those you may use at home, and in some accommodation a travel cot will be supplied.

Infinity pools

Please take extra care with children if your pool is described as 'infinity'. This style of pool will have an open drop from the pool edge.

Insects/animals

Mosquitoes, ants, cockroaches and other insects are endemic in warmer climates. Ant powders are a good repellent but it also helps to keep crumbs to a minimum. Mosquitoes can be kept at bay by a good repellent, which can be purchased in either the UK or local chemists and supermarkets. Many of our properties are surrounded by gardens and countryside and field mice and other rodents are therefore common, along with local farm animals. Local dogs and cats sometimes roam around unattended and may cause a disturbance. All these types of aggravations, together with late night noise are unfortunately unavoidable. We therefore ask for your patience and understanding should they occur. Please note in accordance with the requirements of the property owners we are unable to allow pets in any of the accommodation featured within our brochure or website.

Kitchens

Kitchens include basic cooking utensils, iron, ironing board, cutlery and crockery. Some properties have additional facilities. These will be indicated in the property description where available. Please note cleaning products or materials may be provided but cannot be guaranteed.

Local attractions / activities / excursions

All local attractions referred to are independent and provided by third party suppliers and not Villas4kids. We are in no way responsible or liable for these services.

Lost property

Please ensure all personal possessions are packed when departing your accommodation. Whilst we will endeavour to assist when items are left, unfortunately we are unable to guarantee the return of any items which have been left unattended and will not be liable for any items lost or damaged in transit. Postage, packaging and handling fees may be applied for the return of lost property.

Maid service

Maid service will vary at each individual property. If you are staying 2 weeks or more they may be a weekly maid service included in the cost of your booking. If your property has a barbecue, please ensure you leave it in a clean condition, as no maid service is included in the upkeep of this facility or any item outside the villa. Please note that where beach/pool towels are provided this should be specified in your arrival details.

Noise

Whilst we select our villas carefully with your enjoyment in mind, you may experience noise. This could be from neighbouring accommodation (e.g. if they are carrying out gardening or building work) or from other establishments or even passers-by in public areas. This is often outside our control but when we are aware of planned work that may cause noise we will endeavour to inform you

Occupying/vacating your property

The majority of our properties can be occupied from 3pm onwards and in order that our properties are adequately prepared for new arrivals, we must ask you to vacate the property by 11am on the day of your departure. When making your travel arrangements, please take the occupation and vacation times into consideration and book appropriate flights in order to avoid unnecessary hours either waiting to enter your property or after leaving your accommodation. We highly recommend that those visitors arriving at night take a torch. If a transfer is with our recommended transfer company, you will be transferred to your accommodation from the airport upon arrival. Arrivals prior to this time must wait until 3pm to gain entry. On your return, you will be collected at 11am (or before) from the accommodation and transferred to the airport. It may be possible by arrangement (at least 2 weeks before travel) to change the arrival and departure times. This will normally involve an additional charge.

Passports and visas

It is your responsibility to ensure you have a valid passport and visa (if applicable). Please be aware that Airlines generally require Advanced Passenger Information System (APIS). The following information prior to travel is normally required: the name on your passport, your date of birth and passport number. Failure to provide us with this information could result in you being charged at the airport.

Personal health and safety

If you or any member of your party is an expectant mother or suffers from any pre-existing medical condition, you must check with your doctor about the advisability of travelling abroad and inform Villas4kids prior to booking. Acting reasonably, we reserve the right to refuse a booking in these circumstances. We take the safety of our customers very seriously, unfortunately crimes against people and property are a fact of life throughout the world and you have the same responsibility for your personal safety as you do at home. We therefore advise all customers to be extra vigilant and ensure that great care is taken of your property and personal safety. You must ensure all the windows, shutters and doors are locked at night and where available, set the security device, in addition to when you are away from the property. In the event that you should lose any items of value whilst on holiday through theft or otherwise, you must report the facts immediately to the local police or other competent authority and obtain a written report. If a report is not obtained it will be difficult for you to pursue any claim through your holiday insurance.

Pools, garden and general maintenance

All our properties are maintained by maintenance staff who have access. Gardens have to be maintained on a regular basis and it is simply not possible for this to be carried out on 'change-over' days. With regard to pool maintenance, pools are normally checked and cleaned twice a week and this is normally carried out very early in the morning to avoid disruption to our customers. However, neither pool nor garden personnel have fixed hours,

so it is not possible for us to advise you of the exact date or time of their visit. We ask for your cooperation when maintenance staff visit, as it is imperative to keep the properties well maintained for our clients' enjoyment throughout the year. It is also not uncommon for the maintenance staff/maid/owner to live within a property's boundary.

Safes

Please note that safes are not provided in all properties and should you require a property with this facility please ask us at the time of booking. If you lose the keys, forget the security code or need help accessing the security safe this may incur an additional charge. Villas4kids is in no way liable for the loss of any item stored in the villa or the safe or for the inability to access any items. Although safes offer additional security, they are used as your own risk.

Satellite navigation systems

Although satellite navigation systems are useful in locating places of interest during your holiday, please use the directions provided in your travel information pack when travelling to your specific villa, to avoid any difficulties.

Satellite TV/video/DVD/games consoles

If the written description for a property indicates Satellite television you can expect to receive at least one free to air English language channel. Subscription channels are not available unless stated in the property description. Some of our properties are equipped with standard televisions which will only receive local foreign language channels. If a villa is equipped with a DVD, video or games console, we will often provide some DVDs and games but you may want to bring your own to supplement them.

Sustainable tourism

More and more people are travelling abroad every year. This brings many positive benefits to everyone involved, but there is also growing concern about the negative impacts on the environment and culture of holiday destinations. We recognise the vital role the holiday industry has to play in sustaining and improving the environment, for many generations to come.

Telephones

Unless otherwise stated, telephones are not provided in our properties. Therefore we recommend that, if possible, customers take mobile phones in case of an emergency. If you expect to make a number of calls whilst away it may be cost effective to purchase a local pay as you go SIM for your phone.

Telephone calls

Calls may be recorded for training and quality control purposes.

Transfers

Please note transfers are not included in the cost of your stay at the accommodation. Where requested we may arrange a transfer to pick you up from the airport; however the contract for the service is between you (the customer) and the transfer company and in no way is Villas4kids responsible for this contract. We provide you with the telephone number of the transfer company so you can request or change transfer arrangements, but please inform us if you change your transfer. If you do not have the transfer company details please request these from us. Please pay the transfer company in cash (local currency) once delivered to your destination. On your transfer to the accommodation please agree with the driver your return transfer details. Bear in mind the checkout time from the villa is usually 11am on day of departure.

Travel documentation

On making a booking with us, a confirmation will be sent out within seven days and assuming the full balance has been paid your full travel documentation, which includes accommodation information, will be sent approximately 4 weeks prior to your departure.

Travellers with disabilities

Some of the accommodation we feature may be less suitable than others for guests with disabilities, particularly wheelchair users. It is therefore important that when enquiring about accommodation, we are informed of any special requirements you or a party member may have. By informing us, you help us to ensure that we offer the most suitable property for your needs.

Villas and apartments

Although every effort is made to ensure the information contained within the various accommodation details is correct, this information has been provided by various sources and is provided in good faith. From time to time facilities or services may become unavailable and Villas4kids cannot take responsibility for its accuracy.

Website/brochure

We make every effort to ensure that the information and photography contained on our website and within our brochures is accurate. However, many individuals are responsible for the provision of your accommodation and they may alter or temporarily withdraw some of the advertised facilities or services without prior notice to us. Unfortunately errors can occur and prices may alter, however we will always endeavour to advise you of any changes at the earliest opportunity. The distances to amenities and pool measurements we have provided are approximate whilst any floor plans are displayed as a guide and are not to scale.

Booking conditions

1. Your Contract is with Villas4kids Ltd

These Booking Conditions, the Essential information together with our privacy policy and where your accommodation is booked via our website, our website terms and conditions of use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Villas4kids Limited (“we” or “us”). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-

- He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- He/she consents to our use of information in accordance with our Privacy Policy;
- He/she is over 21 years of age and where placing an order for services with age restrictions, declares that he/she and all members of the party are of the appropriate age to purchase those services.

2. Your contract

A binding contract is made with us on the earliest of either: a) you tell us that you would like to accept our written or verbal quotation and you pay us a deposit (see clause 3) or if you are booking within 8 weeks of departure or choose to do so at the time of booking, you make full payment of the cost of your booking; or b) we issue you with a booking confirmation that will confirm the details of your booking and will be sent to you via email or post.

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only.

3. Paying for your accommodation

At the time of booking, you will be required to pay a deposit of approximately 25% of the rental cost of the accommodation. The balance of your booking price (including any surcharge) must be paid no less than eight weeks before departure. Cheques can only be accepted if received more than nine weeks before departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 11 will become payable.

When you pay for your booking by credit/charge card, we reserve the right to levy a 3.0% handling charge for each payment made by these means (no charge for Maestro/Delta transactions). Your final arrival details for the villa will not be issued until your booking has been paid for in full.

5. Accuracy

We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

6. Your accommodation price

We reserve the right to amend the price of unsold rentals at any time and correct errors in the prices of confirmed rentals.

7. Damage to property and Security Deposit

All bookings are subject to a Security Deposit which is often required when paying the balance but may sometimes be payable locally. The type of payment, its amount and when it is payable will be confirmed to you at the time of booking.

If you or any member of your party cause any damage to your accommodation or any item in it or on its premises, you and/or your party will be required to pay for the loss and/or damage caused and we will hold you and each member of your party jointly and individually responsible. Where a refundable Security Deposit has been paid, this deposit will be retained by us in part payment of the losses you cause. (See also clause 24)

8. Confirmation

Please check your confirmation and arrival details and all other documents you receive from us, immediately on receipt. You must contact us as soon as possible if any information appears to be incorrect as it may not be possible to make changes later and it may harm your rights if we are not notified of any inaccuracies in any document within a reasonable period of time (taking into account the date of your departure).

9. If you change your booking

If, you wish to change your arrangements in any way once a binding contract is in place between us (see clause 2), (for example your chosen rental dates or accommodation) we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking. Where we can meet a request, all changes will be subject to payment of an administration fee based on our increased costs as a result of applicable rate changes and any costs or charges incurred or imposed by any of our suppliers. The amount of the fee will be notified to you before you choose to proceed with any change. If you make a number of changes to the same booking, we will only make a reasonable overall charge. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable. Except for a change of name, any changes you make within 12 weeks of your departure will be treated as a cancellation and the cancellation charges shown in the section "If you cancel your booking" may apply even to individual components.

10. Transfer of bookings

If any member of your party is prevented from staying at the accommodation, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the booking) providing we are notified not less than 14 days before departure and you pay an amendment fee notified to you at the time your request the transfer, meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers and the transferee agrees to these booking conditions and all other terms of the contract between us.

11. If you cancel your booking

Once your rental has been confirmed, to cancel the entire rental or any component, the person making the booking must either; write or email the representative who confirmed the booking. The contact details are stated on your booking confirmation. Cancellation takes effect on the date we receive your letter. If you cancel after we confirm your booking, you must compensate us for losses, as we incur costs from the moment you make the booking. The closer your cancellation is to the departure date, the less likely we are to recover the costs by re-selling the accommodation or components at the original price. Our cancellation charges therefore increase as the departure date approaches, and you must pay us the sums up to the maximum shown below (The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling . Also note the 'Exception' section which may apply in addition to the scale of charges. If you have to cancel for a reason covered by your insurance policy, you may be able to recover the cancellation charges. Claims must be made directly to the insurance company concerned. When only some members cancel in a group that has booked accommodation together, the charge will be based on the price of their booking only. Remaining passengers in the group must pay any increased costs for the booking, including the full accommodation cost.

For all destinations and accommodation types, the following cancellation charges apply:

Date on which written notice of cancellation is received by us:-

More than 8 weeks prior to arrival - loss of deposit and amendment charges (if applicable)

56 - 0 days prior to arrival 100% of the cost of your booking

12. If we change or cancel your booking

It is unlikely that we will have to make any changes to your confirmed arrangements or cancel them; however we do start planning arrangements many months in advance. Occasionally, we may have to make changes and correct errors in the brochure or on the website and other details both before and after bookings have been confirmed. In the event of minor alterations, we will do our best to notify you before you travel. If a 'significant change' (see below) or cancellation has to be made to your booking arrangements we will notify you as soon as possible. You may then: a) accept the changed arrangements; b) accepting an offer of an alternative accommodation of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value); or c) cancel your booking completely, in which case we will refund you all monies paid by you. If we make a significant change or cancel less than 8 weeks before departure, we will also pay compensation as detailed below, except to infants:

Period before departure that a significant change is notified to you:-

More than 8 week prior to departure £0 per person

56 – 43 days prior to departure £10 per person

42 – 29 days prior to departure £20 per person

28 – 15 days prior to departure £30 per person

14 – 0 days prior to departure £40 per person

Note: In the event that compensation is due, if the substituted accommodation is of a lower price than the one originally booked, we will also refund the price difference. If the substitute accommodation is of a higher price we will deduct the price difference from the compensation payable.

Significant changes include: Change of resort or area for the whole or a significant part of your time away; change of accommodation to that of a lower official category for the whole or a significant part of your time away.

Please note not all accommodation changes constitute a 'significant change'.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so. We will not pay you compensation where we make a major change or cancel more than 8 weeks before departure or in the event that we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation.

We will not pay you compensation and the above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

Very rarely, we may be forced by "force majeure" (see clause 13) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation. The maximum limit of this compensation is £40 per person (except for infants).

13. Force Majeure

Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

14. Your travel

All aspects of your travel to the accommodation are your responsibility and in no way are we liable for any aspect of this. Any suggestions or recommendations made by us are made in good faith and to the best of our knowledge at that time. Where we have suggested service providers such as an airport transfer company or hire car company the contract is with you and that company and we suggest you confirm all arrangements direct with them. We will not be liable for any costs, fees or charges you incur with regard to your travel arrangements.

15. Your accommodation

This is reserved exclusively for the people named on your arrival details and no other persons are permitted to stay at the accommodation unless this has been agreed with us in writing and appropriate payments made (if applicable). Additional guests will be asked to vacate by our staff, accommodation supplier or other person in authority. On departure you should leave the accommodation in a reasonably clean and tidy condition so that we can efficiently prepare it for our next guests. If additional cleaning has been necessary, a charge will be made locally or an invoice will be sent to you on your return to the UK or an appropriate proportion (decided by us) of the security deposit withheld. Please note that single sex parties or groups of young adults (under 21) are not accepted in our villas.

16. Special requests

If you have a special request that does not form part of the arrangements described on the website or in our brochure please inform us in writing at the time of booking. We will do our best to comply but cannot guarantee to do so. We are not always able to advise prior to departure if special requests can or cannot be met. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

17. Disabilities and Medical Problems

We will take reasonable steps to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

18. Holiday insurance

Adequate insurance is essential and we strongly advise you have this in place at time of booking..

19. Our liability to you

1) We will accept responsibility for the arrangements we agree to provide or arrange for you. Subject to these booking conditions, if we or our suppliers perform or arrange your contracted booking arrangements negligently, taking into consideration all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your stay in the accommodation), we will pay you reasonable compensation. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description. All such claims should be made against the property owners. We will not be responsible or pay you compensation for any claim if it results from:-

- (a) the act(s) and/or omission(s) of the person(s) affected;
- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:

The maximum amount we will have to pay you in respect of these claims is the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description

which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) any business losses.

7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised on our website. For example any excursion you book whilst away, or any service or facility which any other supplier agrees to provide for you.

20. Conditions of Suppliers

Many of the services which make up your rental stay are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you.

21. Local activities, facilities and excursions

Some facilities, activities and excursions could involve an element of risk. These activities, facilities and excursions are neither run nor controlled by Villas4kids. If you wish to participate, purchase or make use of any optional activities, facilities or excursions that are not part of your pre booked accommodation, we regret that Villas4kids cannot accept liability in relation to these. The contract for the provision of that activity, facility or excursion will be between you and that provider. Usually these locally paid for activities, facilities and excursions will be subject to local law and jurisdiction. The discretion to partake in any such activities, facilities, or excursions is entirely at your own risk. You are responsible for taking sensible precautions for your own safety and for the safety of any children or family members for whom you are responsible. Please liaise with the supplier of the facility, activity or excursion for the Terms and Conditions of your activity, facility or excursion which will govern your contract.

22. Additional help

If you or one of your party suffers personal injury, illness or death during the stay in the accommodation through no fault of ours or your own, we will, at our discretion, give you general and/or financial assistance. We may do this even though the damage may not be the result of one of our services. We will only give you this assistance if you request it within 2 days of the event happening and it is given solely at our discretion. The financial assistance is limited to €500 per booking. If your claim is successful or if you are insured for these costs, you must repay any financial assistance we give you as soon as you recover it.

23. If you have a complaint

If you have cause for complaint during your stay in the accommodation, this must be brought to the attention of a Villas4kids representative and relevant supplier immediately so that action can be taken at the time to rectify the problem. Should the representative/local agent/ supplier be unable to resolve the matter, details of the complaint must be notified to Villas4kids in writing within 7 days of the end of your stay. Failure to do so will affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

24. Behaviour

At all times during your holiday, you are expected to have consideration for your fellow holiday makers and other third parties. If in the opinion of ourselves, any accommodation owner or other person in authority inform us that you are or appear to be behaving in such a way as to cause, or to be likely to cause, danger, distress, annoyance or damage to third parties or property or to cause a delay or diversion to transportation, either ourselves or the supplier concerned may terminate your rental arrangements. In this situation, we will have no further liability to you and will not be responsible for meeting any expenses you incur as a result, making any refund or paying any compensation. Subject to clause 7, you and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the accommodation owner or other supplier prior to departure from the accommodation. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made

against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

25. Use of information you give us and communicating with you

In order to process your booking and provide you with your confirmed booking we will need to collect and process personal information. This may, for operational reasons, be held at overseas locations. We must pass on your personal information to the companies and organisations who need to know them so that your accommodation can be prepared (for example our local representative). We may from time to time record telephone calls to us. We do this for training purposes and to improve the overall quality of our service. Where you provide us with personal information, you consent to this information being used as described in this clause. We would like to send you information about products and services that we think will be of interest to you. We may do this by post, telephone, SMS or email. We are entitled to assume you do not object to our doing any of the things mentioned above unless you write to us at chris@villas4kids.com or by post to Marketing, Villas4kids, 12a Charterhouse square, London EC1M 6AX. For more detailed information about how we use personal information please see our Privacy Policy.