

# Booking Terms and Conditions

Version 1.1 22<sup>nd</sup> April 2008

## 1.0. Definitions

In these Booking Conditions references to "the Company", "us", "we" or "our" shall mean Kingdon Ventures Limited or any persons acting on behalf of Kingdon Ventures Limited. References to "The party leader", "you" or "your" shall mean the person in whose name the booking has been made and shall include all persons named on the booking form on whose behalf the booking has been made.

## 2.0. Your Booking

All offers and bookings are subject to availability. The party leader must be at least 18 years of age at the time of booking. When the Company has issued a written booking confirmation to you, this signifies that the Company has entered into a contract with you, which is subject to these conditions. When making the booking the party leader must guarantee to have the authority to agree to and accept these conditions on behalf of all members of the booking party. Once your booking has been confirmed the contract between you and the Company will be subject to English law and no other. It is agreed that any dispute you may have with the Company will be dealt with by the Courts of England and Wales only. When you receive your booking confirmation the details must be checked carefully. If anything is not correct you should inform us immediately as it may not be possible to make changes later.

## 3.0. Paying for your property

Following your booking enquiry, we will check the availability of the property. Subject to its availability, we will issue a booking form and request for payment to you and we will provisionally hold the dates requested for 7 days. If the booking is made more than 8 weeks in advance of your arrival at the property then a 30% non-refundable deposit is required with the balance due 8 weeks prior to your arrival. If the booking is made less than 8 weeks before your arrival then payment in full is required. The Company reserves the right to treat the booking as cancelled by you if any part of the outstanding balance or security deposit is not paid by the due date. If cancelled the terms at booking condition 10.2. will apply.

A security deposit of £150 is required at the time of the final payment. This is refundable in full within 21 days of you vacating the property, subject to confirmation from our local representative that there have been no breakages, loss, other damage or the need for additional cleaning. The party leader is liable for any costs incurred over and above the amount of the security deposit.

The Company reserves the right to change the property rental price at any time. However, once your booking confirmation has been issued the price will not change.

## 4.0. Changes or cancellations by the Company

The Company does not expect to have to make any changes to your booking, however we reserve the right to change or cancel your booking in any circumstances. Occasionally problems occur and bookings have to be changed or cancelled. If this does happen, we will contact the party leader as soon as reasonably practicable and explain what has happened and inform you of the cancellation or change.

If a significant change has to be made (and the change is not acceptable to you) or your booking has to be cancelled, we will, as soon as reasonably practicable, offer the party leader a full refund of all monies paid to the Company. This will be the limit of our liability. No compensation, expenses, costs or other sums of any description (including without limitation the cost of securing an alternative property/accommodation/travel costs) will be payable in such circumstances by the Company.

## 5.0. Circumstances beyond the control of the Company (Force Majeure)

Except where otherwise expressly stated in these Conditions, the Company shall not be liable for any changes, cancellations, effect on your holiday, loss or damage suffered by you or any failure by the Company to perform any of their respective obligations to you which is due to any event(s) or circumstance(s) beyond the reasonable control of the Company (referred to as "force majeure" in these Conditions). By way of example force majeure includes war, threat of riots, civil strikes, terrorist activity, industrial disputes, fire, flood, exceptional weather conditions, epidemics, destruction or damage of the property by any cause (other than the negligence of the Company) and all similar situations. No compensation, expenses, costs or other sums of any description (including without limitation the cost of securing an alternative property/accommodation/travel costs) will be payable in such circumstances by the Company.

## 6.0 Delays

Please remember travelling to an island is dependant on weather conditions and reliance on flights or ferries. We are unable to accept any liability for any delay in getting to the property due to travel arrangements for any reason. In some circumstances you may be able to claim under your travel insurance policy (refer to booking condition 8.0). If you are delayed for any reason it is your responsibility to contact our local representative to advise of your expected arrival time.

## 7.0. Brochure/ website/ information provided by the company

The Company aims to ensure that the information is accurately conveyed in the brochure, website and other promotional literature or material produced and circulated by it. However, the information and prices in the brochure /

website / other material may have changed when you come to book. Whilst every effort has been made to ensure the accuracy of the brochure / website / other material and prices at the time of printing / publication, changes and errors occasionally occur. You must therefore ensure you check all details of the property and arrangements (including the price) with the Company at the time of booking. There may be small differences between the actual property and its description, as we are always seeking to improve services and facilities. Occasionally, problems mean some facilities become unavailable or subject to restriction. If this happens we will tell the party leader as soon as reasonably practicable. As all facilities in the property are offered on a goodwill basis the Company is not liable to refund any money in the case of breakdown / unavailability / restriction however so caused. The Company cannot accept any responsibility for any changes or closure to area amenities or attractions mentioned in the brochure / website/other material. All travel times indicated are approximate and are given as a guide only. It is your responsibility to check current timetables and travel times directly with the travel operator. Our website contains links to other sites not controlled by us. It is your responsibility to check the status of these sites. The Company makes reasonable efforts to ensure that the information supplied to you in relation to the property or its facilities and/or services is accurate and complete as at the date given.

## **8.0. Travel / Medical Insurance**

Sufficient travel / medical insurance is essential and it is your responsibility to arrange this prior to the start of your property rental period.

## **9.0. Liability**

The Company has no liability for any death, personal injury or loss of or damage to personal property unless it results from the Company's negligence or that of any employee of the Company (providing they were at the time acting in the course of their employment) nor has the Company any liability for any nuisance / disruption caused by any third party however so caused. You must take all necessary steps to safeguard members of your party, especially young children, and personal belongings. Be aware that the level of safety standards that you expect in your home country may be different to that found locally, be vigilant at all times.

## **10.0. Changes to or cancellations of your booking by you**

### **10.1. Changes**

If you want to change your booking once your booking confirmation has been issued, an administration fee of £25 will be payable to the Company before any change is made. Any request for changes must be made by the party leader in writing, signed and dated and sent to the address on your booking confirmation. You may wish to contact us first by telephone to discuss the changes. It is important to realise that a change of dates may have to be treated as the cancellation of one booking and the making of another. In such cases the terms at booking condition 10.2. will apply. If cancellation charges apply the Company will advise the party leader when the change is requested. The party leader must then inform the Company within the timescale agreed between the Company and you as to whether you still wish to change the booking. If the party leader fails to contact the Company within this agreed timescale, your booking will be treated as having been cancelled by you. So as to keep any period of uncertainty to a minimum the Company, whenever reasonably possible, will communicate with you by telephone and you are required to do the same.

### **10.2. Cancellations**

If you have to or wish to, cancel your booking for any reason, the party leader must telephone the Company on the number shown on your booking confirmation as soon as possible. The party leader must also immediately confirm your cancellation in writing. Initially this may be by an email or telephone but it must be followed immediately by written notification, signed and dated by the party leader to the address on your booking confirmation.

A cancellation charge will be payable, based on the number days before the arrival date, as shown in the following table. This means that if you have paid the balance of the total property rental and then have to, or wish to, cancel you may receive a refund of part of such cost. It is essential that you have sufficient travel insurance to cover and protect you against such circumstances (refer to booking condition 8.0). The following charges will apply from the date on which written notification is received.

- 57 days or more before the intended arrival date – loss of deposit.
- Between 43 - 56 days before the intended arrival date – 50% of the total property rental cost
- Between 36 – 42 days before the intended arrival date – 60% of the total property rental cost.
- Between 29 – 35 days before the intended arrival date – 70% of the total property rental cost.
- Between 22 – 28 days before the intended arrival date – 80% of the total property rental cost.
- Between 15 – 21 days before the intended arrival date – 90% of the total property rental cost.
- Between 14 days and the intended arrival date or later – 100% of the total property rental cost.

### 10.3. Curtailment

If during the course of your property rental period you have to, or choose to, curtail your stay for any reason (other than the negligence of the Company) the Company accepts no liability. No compensation, expenses, costs or other sums of any description (including without limitation the cost of securing an alternative property/accommodation) will be payable in such circumstances by the Company. In some circumstances you may be able to claim under your travel insurance policy (refer to booking condition 8.0).

### 11.0. Your property

You can arrive at the property after 2pm at the start of your property rental period and you must vacate the property by 10am on the last day. It may be possible to vary these times, subject to availability and prior agreement by the Company. At busy times of the year your property may still be being prepared for your arrival after the scheduled arrival time, your patience is requested should this occur and the Company in such circumstances accepts no liability.

You and all members of your booking party agree not to use the property for any commercial purpose, including without limitation assigning or subletting it or otherwise allowing anyone to occupy it that has not previously been accepted by the Company. Pitching a tent or parking a caravan is not permitted under any circumstances.

You are responsible to the Company for the actual costs of any breakage, loss or damage in or to the property or grounds – along with any costs that may result – which are caused by you and/or any members of your booking party, and the Company can require payment from you to cover any such costs. Accidents do happen please advise our local representative of these at the time so that costs can be minimised.

The Company is entitled at their sole and absolute discretion to refuse to hand over to you, or to repossess, the property (which includes the fixtures, fittings, furnishings and decorations) if the Company reasonably believes that any damage is likely to be caused, has been caused or is being caused by you or any members of your booking party. Or if, in our opinion, you or any member of your booking party are or appear to be behaving in such a way as to cause, or are likely to cause danger, distress, annoyance to a third party or damage to property. Or if you or any member of your booking party does not comply with any of these terms and conditions. These circumstances will be treated as cancellation by you. No refund of any monies you have paid in respect of your booking will be made and the Company will not have any liability to you as a result of this situation arising (including, for example any costs or expenses you incur due to not being able to occupy the property, such as your incurring the cost of securing an alternative property/accommodation). In this situation, the Company is not under any obligation to find alternative accommodation for you.

The property is reserved exclusively for the people named on the booking confirmation, to a maximum occupancy of the number of beds stated and you must not allow more people than this to occupy the property.

You are not permitted to take pets or animals into the property or its grounds. Or to feed any animal within the property or its grounds as this will lead to problems after you vacate the property. Smoking in the property is not permitted at anytime.

The property is an area where agricultural/ horticultural activities are a local way of life. We have no control of this and as such have no liability for any nuisance/ inconvenience caused by these or associated rural activities that can reasonably be expected. Also be aware that external street lighting is limited on the island, for your safety ensure that you carry and use a torch when out at night.

Building work may on occasions occur in the locality, this is wholly outside of our control. We will not accept any liability for any claims associated to any such work.

A full inventory of the house contents is available for your inspection on your arrival. It is your responsibility to request sight of this for inspection from our local representative.

The property rental will include towels (1x bath / 1x hand / 1x beach towel per person) and linen to cater for the number of people advised on the booking confirmation. These are normally only laundered at the end of your stay. Additional laundering can be provided if you require, payable locally.

You and all members of your booking party agree both to keep the property clean and tidy at all times and to leave the property in a similar condition as you found it on your arrival.

During your stay rubbish must be cleared away to the local municipal bins on a daily basis by you, this is to minimise the risk of insects / rodents being attracted into the property or its grounds.

Please do not deposit toilet paper or other objects into the WC / drainage system, use the bin provided and dispose of it with your other domestic waste on a daily basis. This is to ensure the drainage system does not block up / fail causing you unnecessary problems during your stay. If you do not follow these instructions any costs incurred by the way of rectification / cleaning and the like will be payable by you.

On departure you are to leave the property in a clean and tidy condition with all washing up done and crockery and the like put away, rubbish & unused perishable food stuffs and the like disposed of at the local municipal rubbish bins and all bed linen/ towels stacked ready for the cleaner to bag up for the laundry. If the property is not left in the

required condition on departure we reserve the right to charge for any additional cleaning and deduct this from your security deposit.

It is your responsibility to ensure the property is fully secured at all times when you are not there. Do not leave the keys hidden on the property; keep them with you at all times.

Air-conditioning units must only be used while you are in the property, with all the windows and doors kept closed for their efficient use. Under no circumstances must the units be left on continuously while the property is unoccupied.

We do not recommend the travel cot provided for use by children over 2 years of age. You must satisfy yourself as to the suitability prior to using it. Cot linen provided will consist of 2 x sheets and 1 x blanket. No pillow or pillowcase will be provided.

You must allow the Company and any representative of the Company (including workmen) access to the property and grounds at any reasonable time during your occupation of the property (except in cases of emergency or where a problem needs remedying quickly and you cannot be contacted in time – in these situations the Company is entitled to enter the property at any time without giving you prior notice). A gardener may need to tend to the grounds during your stay and this will be without prior notice.

As in all Mediterranean countries there may be occasional interruptions to water and electricity supplies. The water supply has a backup tank, which should keep these interruptions to a minimum, however, we cannot guarantee water and power supplies will be available at all times. The water backup tank is limited (1000 litres). If there is a period of prolonged interruption the water should be used for essential uses only. We recommended you purchase drinking water from local supermarkets as a matter of course. We will not be liable for any water or power interruptions or for any costs incurred by you by way of purchasing bottled water or the like in these circumstances.

You should respect the privacy and rights of neighbours at all times and keep noise to a minimum particularly in the evenings and at night.

## **12.0. Complaints**

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint the Company is anxious that remedial action is taken as soon as possible. It is essential that you contact the Company or their local representative immediately if any problems arise so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless the Company is promptly notified. Discussion of any criticisms with the Company or their local representatives whilst you are in residence will usually enable shortcomings to be rectified straightaway. In particular, complaints of a transient nature (for example preparation) cannot possibly be investigated unless registered whilst you are in residence.