**THE VILLA COLLECTION LIMITED**

**BOOKING CONDITIONS**

**PACKAGE HOLIDAYS**

Your contract is with The Villa Collection Limited of 1 Westminster Close, Fleet, Hampshire, GU51 4NR, company number **09246187**. These booking conditions, together with our privacy policy and the written information we brought to your attention before we confirmed your booking, sets out the conditions of the contract between you and The Villa Collection Limited and our contractual commitments to each other.

It is important that you read the following booking conditions carefully as they are the basis of your contract with The Villa Collection Limited.

Please read them carefully, detach and keep with your travel documents.

**Definitions**

(a) References within the booking conditions to “departure dates” means the date the services we have agreed to provide commence.

(b) The references to “you” and “your” means the persons named in the booking (including any person or persons added or substituted subsequently).

(c) “We” “Us” and “Our” means The Villa Collection Limited.

(d) References to “arrangements”, “travel arrangements” or “holiday” mean the services we have agreed to provide to or provide you with under your booking with us.

**1 Your Holiday Contract**

1.1 When you make your booking you agree that you have authority to accept and do accept on behalf of yourself and each person named in your booking, the terms of these Booking Conditions. The person making the booking (“the party leader”) must be at least 18 years of age and authorised to do so by all persons named in the booking and the parent or guardian of all party members under the age of 18 years, when the booking is made. The party leader on behalf of themselves and each member of the party consents to the use of information in accordance with our privacy policy.

1.2 The party leader is responsible for making all payments due to us under the booking. All party members named within the booking are jointly and severally liable for all payments due under the booking.

1.3 A contract will exist as soon as we issue a booking confirmation invoice to the party leader or your travel agent. The contract is made in the terms of these booking conditions, which are governed by English law and the jurisdiction of the English Courts. You may choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so and you are resident in Scotland or Northern Ireland.

1.4 Once you have received your booking confirmation invoice please check this carefully together with your ATOL certificate and all other documents we or your travel agent have sent to you. If any of the information contained within any of these documents is incorrect or incomplete, please notify us immediately in writing as it may not be possible to make later changes to it. We cannot accept any liability if we are not notified of any inaccuracies within 7 days of issue of the booking confirmation invoice to you.

1.5 We reserve the right to refuse to accept bookings in our absolute discretion without stating the reason for doing so.

1.6 When you book your holiday it may not be possible to confirm your precise air arrangements due to airline booking restrictions. Your confirmation invoice and/or ATOL certificate will set out the arrangements reserved for you and/or any provisional reservations or those arrangements we plan to reserve for you. Some airlines charge for luggage separately and some flights may be indirect. These may also be subject to change by your airline.

1.7 We cannot always confirm any specific airline seat numbers and reserve the right to make changes to your flight times but will notify you of any such changes as soon as possible.

**2** **Special Requests**

If you have a special request, please advise us or your travel agent at the time of booking. We cannot guarantee that the request will be met and any failure to do so will not be a breach of contract on our part Confirmation that a request has been noted will be included on your booking confirmation invoice or upon the acknowledgment of booking. We are unable to accept bookings which are conditional upon a special request being met and these will be treated by us as a standard booking.

**3** **Financial Protection**

3.1 We provide financial security for package holidays which include flights, by way of our ATOL (Air Travel Organisers Licence) granted by the Civil Aviation Authority (CAA), CAA House, 49-59 Kingsway, London WC2B 6TE. Our ATOL number is 11070.

3.2 When you buy a flight inclusive holiday from us you will receive an ATOL certificate from us or your travel agent. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL certificate, will provide you with the services listed on the ATOL certificate (or a suitable alternative). In some cases where neither we or the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer, where applicable).

3.3 If we, or the suppliers identified on your ATOL certificate, are unable to provide services listed (or a suitable alternative through an alternative ATOL holder or otherwise) for reasons of insolvency, the trustees of the Air Travel Trust may make payment to (or confer a benefit on) you under the ATOL scheme. You must agree that in return for such payment or benefit you must assign absolutely to those trustees any claims which you have or may have arising out of or relating to non-provision of the services, including any claim against us, the travel agent (or your credit card issuer, where applicable). You also agree that any such claim may be reassigned to another body, if that body has paid the sums you have claimed under the ATOL scheme.

3.4 For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk)

3.5 The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL scheme. Please ask us to confirm what protection may apply to your booking. ATOL protection is primarily for customers who book and pay in the United Kingdom.

**4 Holiday Price**

4.1 We reserve the right to alter the prices of any of the holidays shown on our website. You will be advised of the current price of the holiday you wish to book before your contract is confirmed.

4.2 Unless stated otherwise, the price of your holiday includes each and all of the component parts described within your booking confirmation invoice.

4.3 Not included in the price of your holiday is travel insurance, excess baggage charges, tipping and any food or drink or additional excursions or activities which are not confirmed as being part of your holiday arrangements.

4.4 When you make your booking you must pay a non-refundable deposit. This will vary according to your booking but will be between 25% and 50% of the holiday cost and will be notified to you at the time of your booking request. The balance of the price of your travel arrangements must be paid by the date shown in your booking confirmation invoice which will usually be 12 weeks before your departure date. If the deposit and/or the balance is not paid in time we shall cancel your travel arrangements. If the balance is not paid in time, we shall retain the deposit. If you are booking a holiday 12 weeks or less before the departure date the full cost is payable at the time of booking.

4.5 Changes in the cost of the following mean that the price of your travel arrangement may change after you have booked.

* The price of transportation resulting from the cost of fuel or other power sources;
* The level of taxes or fees applicable to the holiday imposed by third parties not directly involved in the performance of your holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or
* The exchange rates relevant to your package.

However, there will be no change within 20 days of your departure date.

4.6 You may be charged for the amount of any increase in accordance with this clause plus the administration charge of £1.00 per person. However, if this means that you have to pay an increase of more than 8% of the total price of your confirmed holiday (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements) you will have the option of (i) accepting the price increase and pay the requested amount (ii) accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price) or (iii) cancelling your holiday booking and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements which do not form part of your package. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days of the issue date printed on your final invoice.

4.7 Should the price of your holiday go down due to the changes mentioned above, then any refund due will be paid to you. However, please note that travel arrangements that are purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

**5 If You Change Your Booking**

5.1 If, after we have issued a booking confirmation invoice to you, you wish to change your travel arrangements, we will do our best to make these changes, although it may not always be possible to do so. Your request to change your booking must be made in writing by the party leader. You will be asked to pay an administration charge of £25 per person and any further costs we may incur in making this alteration. When changing your travel arrangements, the price will be based on the price applied on the date you make the change. The price may not be the same as when you first made your booking.

5.2 If you or any member of your party is prevented from travelling, that person may transfer their place to someone else subject to the folllowing conditions:

a) That person is introduced by you and satisfies each and all of the conditions applicable to the booked holiday;

b) We are notified in writng of the request for transfer not later than 7 days before departure;

c) You pay the outstanding balance payment, and the amendment fee of £50.00 per person transferring, as well as any additional fees, charges and other costs arising from the transfer;

d) The transferee agrees to these booking conditions, and all of the terms of the Contract between us.

e) Charges amounting to the full cost of any transferred flight and a replacement flight will be imposed in the event of any transfer.

5.3 You and the transferee will remain jointly and severally liable for the payment of all sums. If you are unable to find a replacement, the cancellation charges set out in clause 8.1 will apply in order to cover our estimated costs. Otherwise, no refunds will be given to customers not travelling or for any unused service.

5.4 Any discount you received when you made your original booking may be altered or reduced when changes are made if this discount had subsequently been altered, reduced or withdrawn.

5.5 If you have paid accommodation supplements and the number of people in your accommodation changes you may have to pay extra. A change of accommodation which is of equivalent or higher standards will be regarded as a minor change.

5.6 Any changes to your departure date, airport, transportation, destination, accommodation or length of travel must apply to all members of your booking.

5.7 Scheduled airlines may not allow name changes within certain periods prior to departure and may not allow these after the flight ticket has been issued. If you wish to make a name change and this is not permitted by your airline, it will be necessary to cancel your flight, lose the money paid in respect of that flight and pay the full cost of another flight, which may not be the same flight or at the same cost as the one you have cancelled.

**6 If You Cancel Your Booking**

6.1 If you, or any member of your party, cancel your travel arrangements at any time, written notification from the person who made the booking must be received by us at our registered office or by email at [enquiries@thevillacollection.com](mailto:enquiries@thevillacollection.com) . Since we incur costs in cancelling your travel arrangements, the following cancellation charges will be payable by you. The cancellation charge is a percentage calculated on basis of the total costs payable by the person cancelling not refundable in the event of cancellation.

*Period Before Arrival Cancellation Charge*

*In Which You Notify Us Per Person*

More than 90 days Deposit paid or payable at time of booking

0-90 days 100% of the travel cost

6.2 You have the right to cancel your holiday before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your holiday destination or its immediate vicinity and which signifcantly affects the performance of the holiday or which signficantly affects transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any compensation. This section will only apply where such advice has been given by the Foreign, Commonwealth and Development Office (www.gov.uk/government/organisations/foreign-commonwealth-development-office) relevant to the date of your holiday. Advice can change and cancellation by you unsupported by such advice which may need to be proximate to your departure date or as the result of a disinclination to travel, may result in cancellation charges being applied and these can be up to 100% of the cost of your holiday.

6.3 For the purposes of this clause, examples of “unavoidable and extraordinary circumstances” include warfare, acts of terrorism, significant risks to human healthy such as the outbreak of serious disease at the travel destination or natural disasters such floods, earthquakes or weather conditions which make it impossible to travel safely to your destination.

**7 If We Change or Cancel Your Booking**

7.1 Once your booking has been confirmed we will make every effort to provide you with the booked holiday arrangements. Occasionally, it may be necessary to amend or cancel whole or part of your holiday.

We will notify you or your travel agent of any alteration or cancellation as soon as we reasonably can.

7.2 Independent travel arrangements (eg, flights, airport parking, car hire, etc) that you may arrange separately do not form part of our contract with you. Should we need to make changes to your travel arrangements, we will not be liable for any amendment or any cancellation charges incurred by you in respect of any such independent travel arrangements.

7.3 If, before the start of your holiday, we are constrained by circumstances beyond our control to significantly alter any of the main characteristics to your holiday, we will offer you the choice of either (a) accepting the changed arrangements (b) accepting an offer for an alternative holiday with comparable facilities from us, if available (we will refund you 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. Please note that the above options are not available where any change made is a minor one. A significant change may include change of accommodation to that of a lower category and/or price, the change of flight for rail times of more than 12 hours, a change of UK departure location (save for changes between London airports – Heathrow, Gatwick, Stansted, Luton. And other regional airports including but not limited to Liverpool and Manchester, Manchester and Birmingham, Leeds and Newcastle, Cardiff and Bristol, Glasgow and Edinburgh).

7.4 If we make a significant change or cancel less than 14 weeks before departure (other than reason of non-payment of travel arrangements by you, events beyond our control (paragraph 8 below) we will also pay you compensation as detailed below:-

|  |  |
| --- | --- |
| Period of Notice We  Give to You Before  Departure | Compensation to Each  FullFare Passenger |
|  |  |
| 98+ Days | £0 |
| 78-43 Days | £10 |
| 42-29 Days | £20 |
| 28-15 Days | £30 |
| 14-0 Days | £40 |

You are required to advise us within 7 days of being notified of a significant change whether you wish to: (a) accept a proposed change or (b) cancel your booking and receive a refund.

If you have not notified us within 7 days, we will write to you again to obtain confirmation of your choice of the options above.

If you fail to respond within a further 7 days, we will cancel your booking and refund all payments made by or on behalf of you.

7.5 Please note that compensation referred to at 7.4 above and the options referred to at 7.3 above do not apply to any minor changes made by us.

**8 Events Beyond Our Control**

Please note that compensation will not be payable and we will accept no liability beyond offering you the options above where:

(a) we are constrained to make a significant change or cancel your booking as a result of unusual and unforeseeable circumstances beyond our control. These circumstances will usually include but are not limited to, war, threat of war, riots, civil disturbances, terrorist activity and its consequences, industrial disputes, any failure to secure flying rights, natural and nuclear disaster, fire, epidemics, health risks and pandemics and unavoidable and unforeseeable technical problems with transport reasons beyond our control or that of our suppliers, closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, and any other similar events; or

(b) we cancel as a result of your failure to comply with any of the requirements of these booking conditions entitling us to cancel; or

(c) we make a significant change or cancel your arrangements more than 14 weeks before departure; or

(d) where the change or cancellation by us arises out of alterations to the confirmed booking request by you.

**9 Post Departure Changes**

9.1 If we are unable to provide a significant proportion of the holiday services that you have booked with us after your departure, we will, where possible, make alternative arrangements for you at no extra charge and if appropriate in all the circumstances we will pay you reasonable compensation.

9.2 Please note that a change in the time of your departure or return flight by 12 hours or less or a change of your UK departure airport between Heathrow, Gatwick, Stansted and Luton or Manchester and Liverpool, Manchester and Birmingham, Leeds and Newcastle, Cardiff and Bristol and Glasgow and Edinburgh are not regarded as significant changes.

9.3 A change of accommodation to an equivalent or higher standard is also not regarded as significant nor are alterations to your itinerary which do not materially affect your holiday.

**10 Use of Your Accommodation**

10.1 Only the persons named in your booking confirmation invoice are permitted to stay at the accommodation; nor is anyone else permitted to visit for reasons other than those agreed in writing by us in advance. If you are found to be in breach of this condition, the property owner/manager may evict you and/or your guests and terminate your booking forthwith. In such circumstances, you will not be refunded the cost of you of your booking or any sum equivalent to the unused element of your holiday.

10.2 Your accommodation must not be used for any illegal purposes, including the use of illegal substances, intoxication and/or unsocial behaviour, including the use of fireworks or subletting. Guests found to be acting in breach of this condition may be evicted without notice or refund.

10.3 Please leave your accommodation in a neat, clean and tidy condition ready for the next guests.

**11 Property Damage Deposit**

All bookings are subject to a property refundable damage deposit, the amount of which you will be notified of at the time of your booking.  These may vary from property to property and destination to destination and you may be asked to pay either locally or at the time of booking. You will be required to authorise debit of your Mastercard, Visa or American Express cards for debit up to 3 weeks after your departure from the property in respect of damage to the property or its contents. And up to 6 weeks in respect of international telephone calls and other incidentals, which you will be notified of in advance of any debit.

**12 Check-in/Check-out Times**

Check-in and check-out times can vary between properties/resorts. As a guide, we advise check-in times from 3pm and check-out times before 10am. Final check-in and check-out times will be advised on your final documentations. Requests for an earlier check-in or later check-out can be made and will be subject to final confirmation with the owner, as this will depend on the arrival and departure of other guests on the changeover day, so may not be confirmed until near to your travel date. We recommend that you advise us of your requirements at commencement of your enquiry.

**13 Late Arrivals**

If your arrival is delayed for any reason, you should inform the local contact person noted on the final documentation, which is sent once the full balance is received for the holiday. Should you experience any delays with your chosen transportation to the destination, The Villa Collection does not accept responsibility for the problems this may cause.

**14 Initial Food Requirements**

On request, we can arrange for groceries to be stocked at the villa (some villas may not offer this service) ready for your arrival. Additional charges will apply.

**15 Rental of Additional Services and Equipment**

Upon request, equipment such as cribs, high chairs, car seats, playpens and strollers can be provided, subject to additional charges.

**16 Our Liability to You**

16.1 We agree to perform and provide the travel arrangements which make up your booking with reasonable skill and care. If the contract you have with us is not performed or is improperly performed by us or any of our suppliers, we will pay you appropriate compensation if this has affected your enjoyment of your holiday. We will not be liable for any failure in the performance of the contract with you if this is due to:-

(a) The fault of yourself and/or another member of your party;

(b) A third party unconnected with the provision of the travel arrangements and where failure is unforeseeable or unavoidable;

(c) Unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care and been exercised;

(d) An event which neither we nor our suppliers, even with all due care, could have foreseen or forestalled.

16.2 Our liability to you and any member of your party, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your booking. Our liability will also be limited in accordance with and/or in an identical manner to

(a) The contractual terms of the suppliers we use in the provision of your holiday arrangements form part of your contract with us. These terms are incorporated into this contract as are;

(b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, 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 you can claim for death, injury, delay to passengers, and loss, damage and delay to luggage.

16.3 We will not accept responsibility for any services which do not form part of your contract with us. These may include any excursion purchased during the course of your holiday and any additional services or facilities which we have not agreed to arrange or provide as part of our contract with you.

16.4 You must inform us immediately and without undue delay, taking into account the circumstances of the case, of any lack of conformity which you perceive during the performance of a travel service included in your package travel contract.

16.5 If we are found liable for loss and/or damage to your luggage or personal possessions (including money) our maximum liability to you is limited to £1,000 per person unless a lower limitation applies under this contract or by virtue of international conventions.

**17 Assistance by Us During the Course of Your Booking**

If your contract with us is not performed or is improperly performed by us as a result of a failing attributable to a third party unconnected with the provision of holiday services, or as a result of failures due to unusual or unforeseeable circumstances beyond our control the consequence of which could not have been avoided even with all due care, or as a result of an event which we or our suppliers, even with all due care, could not have foreseen or forestalled, and you suffer injury or other material loss, we will offer to provide you with prompt assistance as is reasonable in the circumstances. If you or any member of your party suffers during the course of your holiday any difficulty as a result of any activity which does not form part of your contracted holiday arrangements, we will offer you prompt assistance without undue delay. Such assistance may include assisting you in making communications and helping you to find alternative travel arrangements. If the difficulty is caused intentionally by you or as a result of your negligence, we may charge a reasonable fee for that assistance which will not exceed the actual cost incurred by us. All assistance (financial or otherwise) is subject to our reasonable discretion and subject to you notifying us promptly of your need. If you are entitled to have any costs and expenses arising from such an incident met by or from any insurance policy or if you recover any costs and expenses relating to the incident from a third party you must repay us the costs and expenses we have incurred in assisting you.

**18 Passport, Visa, Documentation, Immigration and Health Requirements**

18.1 The passport and visa requirements of yourself and your party, together with any other immigration requirements, are your responsibility and you should check these with the relevant embassies and/or consulates prior to travel. We do not accept any responsibility if you cannot travel if you have not complied with the relevant requirements in force prior to and at the time of travel.

18.2 It is also your responsibility to check all compulsory and recommended health requirements, including vaccinations, prior to travel and to ensure that you are in receipt of all and any necessary vaccination certificates and other health documentation. The costs of obtaining any such documentation are your responsibility and we are unable to accept any responsibility or liability if your travel arrangements are affected as a result of the failure to do so by yourself or any member of your party.

18.3You must provide us with full details of any existing medical condition or disability that may affect your travel arrangements (including, in particular, any accommodation requirements) at the time of your booking. If in our reasonable opinion your chosen travel arrangements are not suitable for your medical problem or disability or you are not travelling with someone who can provide all assistance you may reasonably require, we have the right to refuse to accept the booking. If you do not give us full details of your medical problem or disability we can also cancel the booking when we find out full details if in our reasonable opinion, the travel arrangements are not suitable or you are not travelling with someone who can provide all assistance reasonably required. If we cancel your booking as a result of this, the cancellation charges set out in Clause 6.1 above will apply.

18.4 Information on foreign travel is provided and regularly updated by the Foreign, Commonwealth & Development Office. Details can be found at [www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice) and [www.gov.uk/knowbeforeyougo](http://www.gov.uk/knowbeforeyougo)

18.5 If we are required or asked to reissue tickets that have been lost, destroyed or stolen and we agree to do so, any charges incurred as a result of this will be payable by you.

**19 Denied Boarding Regulations and Transportation Delays**

19.1 If any flight you have booked is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline in circumstances which would entitle you to claim compensation against the airline under EC Regulation No 261/2004 – the Denied Boarding Regulations 2004 (as amended by the Passenger Rights and Air Travel Organisers Licensing (Amended) (EU Exit) Regulations 2019), you must pursue the airline for the compensation due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline’s obligations under the Denied Boarding Regulations. If your airline does not comply with these rules you should complain to the Civil Aviation Authority on 0330 022 1500 www.caa.co.uk.

19.2Unfortunately, flight or other transport delays sometimes occur. Depending on the length of the delay and surrounding circumstances, the carrier concerned should provide refreshments when and where appropriate. We are generally not in a position to provide any assistance in the event of flight or other transportation delays and cannot accept any liability except where expressly stated in these Booking Conditions.

**20 Health & Fitness**

20.1 Activities within our holidays may require a certain degree of physical fitness. It is your responsibility to ensure that you have the levels of fitness required for any activity you choose to participate in. If you are in any doubt, please consult your GP before departure. We, and those retained by us, to supervise any activities, retain the discretion at any time to decline to allow you to participate in any activity, if we reasonably believe that in the interests of your health, you should not do so. In such circumstances, we shall not be liable for any losses or compensation arising.

20.2 You must provide us with full details of any existing medical or physical problems (including unusual height or weight) or disability that may apply to you or any member of your group and which is likely to affect your ability to take part in some or all of the activities forming part of your holiday (including, in particular, any accommodation requirements or difficulties that may be encountered in accessing buildings) at the time of booking. If, in our reasonable opinion, any particular activities or arrangements are not suitable for the medical or physical problems or disability or you are not travelling with someone who can provide all the assistance that may be required, we have the right to refuse to accept the booking or you may not be able to participate in certain activities, in which event we shall not be liable for any losses or compensation arising.

20.3 If you do not give us full details of any medical or physical problem or disability at the time of booking and/or promptly inform us of any adverse change to any existing medical or physical problem or disability and/or any new medical or physical problem or disability that arises after booking then we can also cancel the booking when we find out the full details if, in our reasonable opinion, the arrangements are not suitable in the circumstances. If we cancel in this situation, cancellation charges as set out at Clause 6 must be paid by the person concerned.

**21 Insurance**

21.1 You must take out suitable insurance for all your needs before you travel and it is a condition of this contract that you or members of your party do so. We cannot be held responsible for any costs you may incur as a result of failing to do so.

21.2 You must provide us with the name of your insurer, policy number and 24 hour emergency help line number before you travel.

21.3 If you take part in activities whilst travelling that have been organised and arranged independently of us, participation is at your own risk and it is your responsibility to ensure that you have obtained the relevant insurance.

**22 Your Responsibilities and Behaviour Whilst on Holiday**

22.1 As part of your booking with us, you are accepting liability for any loss or damage caused by you or any member of your party during the course of your holiday. Payment for any loss or damage must be made to us or our supplier at the time that it occurs or as soon as is reasonably practicable thereafter. If the cost of the loss or damage is not known at the time, we will reasonably estimate it and if this reasonable estimate exceeds the amount paid, you must pay the difference once known, and if it is less, the difference will be refunded to you. You will also be responsible for, and agree to indemnify us, in respect of any claim subsequently made against us and all costs incurred by us (including our own and any other party’s full legal costs) arising from your actions.

22.2 You are also responsible for the behaviour of yourself and other members of your party. We can refuse to accept you as a customer or refuse to continue dealing with you and/or any other member of your party by terminating your travel arrangements if yours or their behaviour is or is likely to be, in our reasonable opinion or in the reasonable opinion of our suppliers, disruptive, upsetting or dangerous to yourself or anyone else, or if you or any member of your party have caused or are likely to cause damage to property. In these circumstances, we will not pay any refund, compensation or other sum whatsoever or any costs or expenses incurred by you if we have to terminate your travel arrangements due to such unacceptable behaviour. In this situation we will have no further responsibility for you or any other member of your party (including any return travel arrangements). If your unacceptable behaviour means that you are not able to board your outward flight, we will treat your booking as cancelled from that moment and you will have to pay the full cancellation charges referred to in Clause 6.1 above.

**23 Excursions and Activities and Resort Information**

Excursions, tours or other activities that you book or pay for whilst you are on holiday do not form part of the travel arrangements provided by us. Your contract will be with the operator or provider of that excursion, tour or activity and not with us. We are not responsible for the provision of the excursion, tour or activity or anything that may happen during the course of its provision by the operator. We do not accept any liability in relation to any such excursion, tour or activity and these Booking Conditions do not apply to them.

**24 Local Charges & Tourist Taxes**

Unless we have stated that a local service or facility is included or free in our accommodation description, you may be asked to pay a charge locally. Tourist taxes may be payable by you when you check out of your holiday accommodation.

**25 Local Health & Safety Standards**

You should be aware that it is the standards and health and safety requirements of the country in which the services which make up your travel arrangements are provided which apply and not those of the United Kingdom. These standards will be different to those of the United Kingdom and may sometimes be lower.

**26 Our Website, Brochure and Advertising**

The information contained in our website, brochure and advertising material is our responsibility and to the best of our knowledge and belief it is correct at the time of publication. Occasionally errors may occur and information may change and you must therefore check all the details of your travel arrangements at the time of booking. Photographs of properties which appear on our website are intended to provide an overall impression of the resort or villa in question and do not constitute an express or implied warranty of the same. Items and furniture or other fixtures or fittings which appear in any photographs, or any aspects or the villa environment or surroundings may also have changed since the photographs were taken and we are not liable for any such changes.

**27 If You Have a Complaint**

In the unlikely event that you have cause to complain during the course of your travel arrangements with us, you must bring it to our attention immediately. If your complaint is not resolved then you must repeat your complaint in writing within 28 days of the end of your travel arrangements with us by writing to us at our Registered Office or emailing us at [enquiries@thevillacollection.com](mailto:enquiries@thevillacollection.com) You must provide any booking reference and all other relevant information to enable us to fully investigate your complaint. Any complaints which do not involve death, personal injury or illness and which are not made in accordance with this procedure we are unable to accept liability. In accordance with the Alternative Dispute Resolutions for Consumer Disputes (Competent Authorities and Information) Regulations 2015 (“The ADR Directive”) we advise that The Villa Collection Limited does not utilize the services of an approved Dispute Resolution Service for the purposes of complaints.

**28 Data Protection**

In order to process your booking and to make sure that your holiday arrangements run smoothly, we need to pass the information which you provide on to relevant suppliers such as airlines, transfer companies, hotels etc. The information which we provide may also be provided to credit checking companies and public authorities such as customs and immigration if required by law. Where your holiday is outside the European Economic Area (ELEA), controls on data protection in your destination country may not be as strong as they are in the UK. However, we will not pass your information on to any person who is not responsible for part of your holiday arrangements. If we cannot pass your information on to relevant suppliers, we cannot provide your booking, therefore in making this booking, you consent to your information being passed on to them. Your data controller is Gemma Lewis. You are entitled to a copy of your information held by us and if you would like to see this, please ask us. It may be necessary to make an administration charge for providing this to you.

Please refer to our privacy policy which forms part of these booking conditions.

**YOUR KEY RIGHTS UNDER THE PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018**

**General**

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018.

Therefore you will benefit from all EU rights applying to the packages. The Villa Collection Limited will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, The Villa Collection Limited has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

**KEY RIGHTS UNDER THE PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018**

• Travellers will receive all essential information about the package before concluding the package travel contract.

• There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.

• Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.

• Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.

• The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

• Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, has changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.

• Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

• Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.

• If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.

• Travellers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed.

• The organiser has to provide assistance if the traveller is in difficulty.

• If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. The Villa Collection Limited has taken out insolvency protection with the following entities:

* For flight inclusive holidays: Civil Aviation Authority of 45-59 Kingsway, London WC2B 6TE, www.caa.co.uk, telephone: 0330 103 6350, email: claims@caa.co.uk

**THE PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018**

Can be found at:

[www.legislation.gov.uk/uksi/2018/634/contents/made](http://www.legislation.gov.uk/uksi/2018/634/contents/made)