**THE VILLA COLLECTION LIMITED**

 **ACCOMMODATION ONLY**

**AGENCY BOOKING CONDITIONS**

The Villa Collection Limited of 1 Westminster Close, Fleet, Hampshire, GU51 4NR, company number **09246187** act as agent for the Accommodation Owner in respect of all bookings we make on your behalf.

**Definitions**

(a) References within the booking conditions to “start dates” means the date the booking is due to 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) Reference to “booking” means the accommodation we have agreed to reserve and book for you with the Accommodation Owner with whom you contract.

(e) “Accommodation Owner” means the owner of the Villa or other accommodation or their agent and that we book on your behalf

**1 Your Accommodation Booking**

1.1 Upon receipt of your booking request, we will make a reservation on your behalf and arrange for you to enter into a contract directly with the owner of the accommodation. Your booking is subject to these terms and conditions and the terms and conditions of the Accommodation Owner with whom you contract. The Accommodation Owner’s terms and conditions will be provided to you upon request, but by submitting your booking request you are agreeing to enter into them.

1.2 When you make your booking request 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 and the Terms and Conditions of the Accommodation Owner. 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.

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

1.4 A contract will exist between you and the Accommodation Owner as soon as we issue a booking confirmation invoice to the party leader or your travel agent. These Agency Terms and Conditions 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. Separate law and jurisdiction may apply to your contract with the Accommodation Owner.

1.5 Once you have received your booking confirmation invoice please check this carefully together with 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.

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

**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 or on the part of the Accommodation Owner. 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 Holiday Price**

3.1 We and the Accommodation Owner reserve the right to alter the price of any of the accommodation shown on our website. You will be advised of the current price of the accommodation you wish to book before your contract is confirmed.

3.2 Unless stated otherwise, the price of your accommodation includes each and all of the component parts described within your booking confirmation invoice. The cost of any additional or incidental charges incurred during your booking and which are not included in your booking confirmation invoice are your direct responsibility and not that of ourselves or the Accommodation Owner.

3.3 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 accommodation cost and will be notified to you at the time of your booking request. The balance of the price of your booking must be paid by the date shown in your booking confirmation invoice which will usually be 12 weeks before your start date. If the deposit and/or the balance is not paid in time, we shall cancel your booking. If the balance is not paid in time, we shall retain the deposit. If you are booking accommodation 12 weeks or less before the start date the full cost is payable at the time of booking.

**4 If You Change Your Booking**

 If, after we have issued a booking confirmation invoice to you, you wish to change your booking, 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 booking, 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 If You Cancel Your Booking**

 If you, or any member of your party, cancel your booking 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 . Since we and the Accommodation Owner incur costs in cancelling your booking, 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 If Your Booking is Changed or Cancelled by the Accommodation Owner**

6.1 Once your booking has been confirmed we will make every effort to ensure the Accommodation Owner provides you with the booked accommodation. Occasionally, it may be necessary to amend or cancel whole or part of your booking.

6.3 We will notify you or your travel agent of any alteration or cancellation as soon as we reasonably can, but we will have no liability for the change or cancellation.

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

**7 Force Majeure**

Please note that neither we nor the Accommodation Owner will accept any liability in respect of your booking and in respect of any of the contractual obligations arising from that booking in the event of force majeure. This may include but is not limited to events such as 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, closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, and any other similar events.

**8 Use of Your Accommodation**

8.1 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 Accommodation Owner 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.

8.2 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.

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

8.4 Please note that some of the properties featured on our website operate a “no smoking” policy. Contravention of this policy by you or any member of your party may result in forfeiture or some or all of your security deposit and may lead to additional charges beyond this.

**9 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 credit or debit card 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. Some owners require payment of the deposit in cash on arrival at the property but you will be notified at the time of booking what from of payment is required and by when. Failure to pay the security deposit may result in access to the property being denied.

**10 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.

**11 Late Arrivals**

 If your arrival is delayed for any reason, you should inform the local contact person noted on the final documentation, which is prior to the start date of your booking. Should you experience any delays with your chosen transportation to the destination, The Villa Collection Limited does not accept responsibility for the problems this may cause.

**12 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 and which you will be advised of after receipt of your request. Any food requirements and/or additional services (see paragraph 13 below) that you require will require pre authorisation and pre payment by credit or debit card on or before the date of final payment of your booking or such other time as you are notified by us.

**13 Rental of Additional Services and Equipment**

 Upon request, equipment such as cribs, high chairs, car seats and playpens may be able to be provided, subject to additional charges (see paragraph 12 above).

**14 Our Liability to You**

14.1 We agree to exercise reasonable skill and care in the making of your booking with the Accommodation Owner. Our liability is limited to the making of that booking based on the information you have provided to us. Your contract is with the Accommodation Owner and we accept no liability for the provision of the accommodation. We specifically exclude liability in relation to the contract that you enter into with the Accommodation Owner and for the provision of the accommodation, the accommodation itself or any services associated with your contract with the Accommodation Owner. Our responsibility is limited to the making of your booking with the owner of the accommodation.

14.2 In the event that we are found liable to you on any basis, our maximum liability is limited to twice the cost of your booking save that we do not exclude or limit liability for death or personal injury that is proved to have arisen out of our proven negligence

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

15.1 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.

15.2 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 booking are affected as a result of the failure to do so by yourself or any member of your party.

15.3You must provide us with full details of any existing medical condition or disability that may affect your booking (including, in particular, any accommodation requirements) at the time of your booking. If in our reasonable opinion your chosen accommodation is 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 booking 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 5.1 above will apply.

15.4 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)

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

16.1 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 booking. Payment for any loss or damage must be made to us or the Accommodation Owner 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.

16.2 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 booking if yours or their behaviour is or is likely to be, in our reasonable opinion or in the reasonable opinion of the Accommodation Owner, 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 booking due to such unacceptable behaviour. In this situation we will have no responsibility for you or any other member of your party.

**17 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.

**18 Local Health & Safety Standards**

 You should be aware that it is the standards and health and safety requirements of the country in which your accommodation is located 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.

**19 Travel Insurance**

 We strongly recommend that you purchase travel insurance in respect of your booking. It is a condition of the booking terms and conditions of some accommodation owners that you have insurance to provide for the cost of cancellation, assistance including repatriation in the event of accident or illness and loss of luggage.

**20 Refunds**

 Any claim for a refund or any other financial payment in respect of this booking is between you and the Accommodation Owner. As agent, we have no responsibility in respect of refund or other financial claims and this will be between you and the owner of the accommodation owner.

**21 Pets**

21.1 Please note that pets are not permitted and are excluded from your accommodation unless requested at the time of your booking and written permission is provided by the Accommodation Owner at the time of your booking confirmation.

21.2 If permission is granted, you are responsible for the behaviour of your pet and it is not allowed on furniture or in bedrooms.

21.3 You are responsible for any loss or damage caused by your pet during the course of your booking and are responsible for any additional cleaning that may be required at the accommodation. This may be deducted by the Accommodation Owner from your security deposit.

**22 Our Website, Brochure and Advertising**

 The information contained in our website, brochure and advertising material relating to your accommodation is provided to us by the Accommodation Owner 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 at the time you make your 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. We accept no liability for any errors, inaccuracies or omissions in the information contained on our website.

**23 If You Have a Complaint**

 In the unlikely event that you have cause to complain during the course of your booking 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 booking by writing to us at our Registered Office or emailing us at 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 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.

**24 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.