

## **Hestia Holidays Booking Terms & Conditions**

1. Hestia Holidays Ltd (known as the 'Company') acts only as a booking agent and accepts no liability whatsoever for any aspect of the arrangements and, in particular, accepts no liability for any loss, personal injury or death however incurred whilst residing in the property or accommodation arranged through them.

1.1 Although the Company uses all reasonable endeavours to ensure the accuracy of all information provided and the quality and facilities of the properties, we cannot accept any liability whatsoever for any problems that occur while guests occupy the property of their choice. All information has been provided in good faith and no liability is accepted whatsoever by the Company for any misrepresentation of the property, its contents, any material or accommodation.

### **PAYMENTS**

2. Any booking made or order placed by you, whether through the Hestia Holidays Ltd website or otherwise, shall be deemed an offer by you to rent the relevant accommodation subject to these terms and conditions. All bookings through Hestia Holidays Ltd and all matters arising from them are subject to English Law. This website has been designed for use within the United Kingdom. By accessing this website you are agreeing that the Courts of England will deal with any disputes that may arise between you and the owner of the property or the Company and that English Law shall be the applicable law.

3. The person who makes the booking accepts these terms and conditions on behalf of all members of the party and is responsible for all payment due from the party. By making a booking you warrant that you are at least 18 years of age, must be authorised by all persons named on your Holiday Confirmation to make the booking, including those added later and that you have read these Terms and Conditions and agree to comply with them and consents to our processing personal information about you and the other members of your party (see Data Protection & Privacy Statement). All correspondence and documents are sent to the party leader who is responsible to us for all payments on the booking, for ensuring that party members are kept informed of booking details, and for any cancellation charges.

3.1 On receipt of an initial booking deposit or full payment for the holiday accommodation, we will send you a booking confirmation. Accommodation is for the use of persons named on the confirmation invoice only. Please check the confirmation and any other documents carefully immediately on receipt. You must notify us within 7 days of issue if any detail is not correct.

3.2. A contract between you and the Company will come into existence when you have paid a booking deposit (or full payment within 10 weeks of departure) and we have dispatched our confirmation. All telephone quotations will be confirmed in writing. Your contract with us is subject to the exclusive laws and jurisdiction of the Courts of the United Kingdom alone.

4. When paying a booking deposit, 30% of the total cost is required with a minimum deposit of £300 (sterling). This will automatically be debited from your credit card unless you advise us of alternative card details. If you book within 10 weeks of departure the full amount is due at the time of booking. The balance of your holiday cost is due not less than 10 weeks prior to departure, as shown on the booking confirmation / invoice. If all payments are not made by the due date, we reserve the right to treat your holiday as cancelled by you and charge you a cancellation charge up to 100% of the final booking / invoice total, in accordance with the scale in clause 15.

5. We do not automatically remind you that payment is due. Failure to pay the full holiday cost when due may result in our treating the booking as cancelled by you and cancellation charges may be applied as set out. The Company reserves the right to treat a dishonoured cheque as a cancellation of booking, or apply an administration charge. Any booking request may be declined before confirmation without a reason being given.

#### PRICES

6. Prices quoted are inclusive of gas, water & electricity, unless otherwise stated, they are based on normal consumption (electricity 8kw per day), excessive use of any of these services may incur an additional charge which may be collected locally by the property owner, the management company, Hestia Holidays Ltd or an appointed representative of each. If bed linen is provided, you should expect to be charged every time it is changed more than once a week.

6.2. Verbal quotations are not binding. We reserve the right to correct errors in advertised prices of unsold holidays.

6.3. Please note: changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

#### ARRIVAL & DEPARTURE

7. Should you arrive at your property before 4.00 pm on the day of arrival the property may not have been cleaned and you should make allowances for this. We request that on the day of departure you leave by 10.00 am to enable cleaning to be completed prior to the arrival of new guests. On departure, clients are expected to remove all their personal items including all foodstuffs, empty fridges/freezers, empty all bins, empty dishwashers if present, flush toilets, wash up and put away all used kitchen equipment, and return all items to their original positions. Please ensure all windows and doors are closed and locked, every air conditioning unit is turned off and the keys are returned to the key safe and the door is properly closed with the combination scrambled.

#### THE HOLIDAY ACCOMODATION

8. This is reserved exclusively for the number of people stated on the booking confirmation and no other persons are permitted to stay there unless this has been prior agreed with us in writing and paid for.

9. Should you or any member of your party cause any breakages, loss or damage to the property or any item in it, the repair, replacement or reinstatement cost will be deducted from the security / damage / breakage deposit (see clause 20 and 21).

10. Where you request in advance and in writing, we will do our best to meet any special requests and provide any additional services requested, but no guarantee is given as this does not form part of the holiday contract.

11. In the unlikely event of a problem with your accommodation occurring whilst you are in residence, you must inform the property owner, Hestia Holidays Ltd, the management company or their appointed representative so that the matter can be put right. If we cannot resolve the problem to your satisfaction at the time, we reserve the right to contact the property owner in order that they are given the opportunity to assist. All claims must be addressed directly to the property owner/s whose details will be provided as appropriate.

12. Although the Company makes every effort to ensure that advertised descriptions are correct, it does not own any of the properties and therefore cannot control or prevent changes. Although changes to properties advertised are infrequent, the Company reserves the right to change the description of any property or service at any time, in which case we will endeavour to notify you of all changes before commencement of the booking date, if it is practical to do so. No compensation will be payable by the Company in such cases. No claims will be accepted for costs or additional expenses incurred as a result of any changes.

#### CONDITIONS ABROAD

13. In Cyprus, customs, habits and lifestyles may be different. You may find domestic, farm and wild animals in the vicinity and associated noise, smell and droppings. Insects (including stinging/biting insects), spiders and rodents do find their way into properties. These are local prevailing conditions totally outside our control for which we cannot accept any liability. Cuts in water and electricity supplies may occur at any time without warning. We cannot be held responsible for technical problems with the property/facilities or technical/chemical problems with pools, or any problems with any electrical appliance as a result of interruption to the electricity supply. Swimming pools and gardens do have to be maintained and this may occur during your stay without notice. Notice of fetes, festivals and local celebrations or events is not automatically given and may result in increased levels of traffic and subsequent noise. We cannot be held responsible for any seasonal increase in traffic levels, noise or disturbance. Building or road works may take place in the vicinity of the property. We cannot accept responsibility for noise or disruption caused by any of these events.

#### CHANGES & CANCELLATIONS

14. If you wish to change your holiday or holiday arrangements, we will do our best to help but you must first send us a written request to do so. Any change that we make becomes effective when we have given you written confirmation of this and is subject to a charge of £30.00, plus any charges imposed by any of our suppliers. Any changed holiday arrangements must be taken during the same season as those originally booked. Excluding the next paragraph, no change can be made within eight weeks of departure. Any such change will be treated as a cancellation and will incur cancellation charges as set out in clause 18.

If you are prevented from travelling, you may transfer a booking to someone else providing:

- a. You have signed a letter authorising us to make the transfer.
- b. The person you transfer your booking to must comply with all terms of the existing booking.
- c. That person must confirm to us that they accept the transfer and the terms of our Booking Conditions.
- d. We will charge a fee of £25.00 per booking to cover the costs of processing your transfer and this will be added to the new Confirmation Invoice issued to that person.
- e. You will remain responsible for the payment of any balance on that new invoice should that person fail to pay it.
- f. You cannot transfer a booking within 21 days of departure date. If you want to make any changes to the booked arrangements whilst on holiday, for example changing accommodation, duration etc, changes will be subject to availability. Any extra costs or cancellation charges must be paid by you locally. All changes must be arranged with us in writing, either through our local representative/agent, area office or, if this is not possible, our head office in the UK.

15. If you cancel your holiday or if you or any member of your party wishes to cancel the booking or part of it, you must tell us in writing by recorded delivery or fax and sign it as the party leader. Cancellation will become effective from the date we received it in writing at our office. All cancellations are subject to a charge payable by you. This is expressed below as a percentage of the total holiday price (or the total cost of the services being cancelled in the event of part cancellation).

<u>Period before scheduled departure when cancellation notification is received</u>	<u>Cancellation charge as a % of total holiday cost</u>
More than 90 days	30%
90-57 days	50%
56 days or less	100%

16. If we change or cancel your holiday.

Occasionally, changes have to be made and errors corrected both before and after bookings have been confirmed and confirmed bookings cancelled. Whilst changes and cancellations are always avoided where possible, we must reserve the right to do so on behalf of the property owners and other service providers.

16.1. Most changes are minor however occasionally we have to make a major change. Major changes include the following when made before departure to your resort, or your accommodation. We reserve the right to make any necessary alteration to your travel arrangements in a force majeure situation.

16.2. If we have to make a major change or cancel your booking, we will tell you as soon as possible, and you then have the following options:

- a. accepting the changed arrangements as offered by us. or
- b. accepting a replacement holiday from us of equivalent or closely similar standard and price, if one is available, or
- c. cancelling, in which case you will receive a full and quick refund of all monies you have paid to us.

You must tell us which option you wish to take within 7 days of our offer of the alternative holiday. If you do not, we will book the replacement holiday for you.

16.3. Compensation may be payable at our discretion as follows:-

<u>Period before scheduled departure within which a major change or booking cancellation is notified to you</u>	<u>Compensation per person</u>
More than 56 days	£0
55 to 43 days	£20
42 to 29 days	£30
28 to 15 days	£40
14 days or less	£50

Subject to the maximum cost of the original booked accommodation and excluding infants.

## FORCE MAJURE

### 17. We will not pay compensation:

- a. Where the changes are due to war or threat of war, riots, civil strike, terrorist activity, industrial disputes, natural disasters, fire, epidemics, health risks, technical problems to transport beyond our control or that of our suppliers, closure or congestion of airports, stations or ports, cancellations or changes of schedules by carriers ceasing to operate, severe weather conditions and similar events outside our control;
- b. No compensation will be payable where cancellation results from your failure to make all payments due in full and on time;
- c. To clients who have booked a special offer or late availability holiday.  
Very rarely, we may be forced by 'force majeure' to curtail your holiday after departure but, before your planned return date. This is extremely unlikely but if this situation does occur, we will not make any refunds (unless we receive refunds from our suppliers or property owners), pay compensation or meet any costs or expenses you incur as a result.

## COMPLAINTS

### 18. If you have a complaint:

- a. If you have a justifiable complaint concerning your holiday, then you must first try to resolve it with the owner/their agent/the management company or Hestia Holidays Ltd
- b. If they are unable to resolve the complaint, or you experience problems with the owner/key holder or other supplier, you must contact our UK office to request assistance, so that the matter can be resolved on the spot. You must give us the opportunity to try to resolve any problems or complaints you may have whilst you are at the property. Please ensure you leave a telephone number and a time for us to contact you back. If your telephone phone is a mobile, ensure it is switched on. We may need time to make arrangements. Owners/key holders, maintenance and repair people must be given access to the property if you have a problem. We reserve the right to contact the owner/key holder or other supplier at any time during this process, and you must agree to meet with the owner/key holder directly to discuss any situation which may arise. If despite having contacted us the problem remains unresolved, it is essential that you contact our UK office again as we are entitled to assume that you are satisfied if we do not hear from you again.
- c. You must not independently move to other accommodation without first allowing our UK office the opportunity to assist you in resolving your complaint or problem. If you do so or you refuse reasonable rectification, you may prejudice your rights to compensation or repayment.
- d. You must also formally confirm your complaint in writing to us within 21 days of your return from holiday.
- e. We will deal with all observations and/or comments received in writing.
- f. We cannot accept liability in respect of any claims which are not notified entirely in accordance with this paragraph.

## INSURANCE

19. We consider travel insurance to be so essential that it is a condition of booking that you arranged your own comprehensive insurance cover, which includes cover for accidental damage and personal liability. We reserve the right to request proof of your insurance at any time. We accept no liability for the consequences of your travelling without adequate travel insurance. Please read your policy details carefully, it is up to you to ensure that the insurance cover you take is adequate for your needs.

## DAMAGES & DAMAGE DEPOSIT

20. A refundable 'damage' deposit of £100.00 for an apartment, £175 for a townhouse or penthouse or £250.00 for a villa must be paid two weeks before you stay in the property. This refundable damage/breakage/loss/security deposit will be repaid to the leader name on the booking within two weeks of your departure from the property, providing there have been no reported breakages or damage to the material structure of the property or that the property has been left excessively dirty and that the keys have been returned to the key safe. We reserve the right to retain the damage deposit (either in part or full) to cover any such damage/breakage/loss during your stay, including supplements for any additional guests previously unnotified. A credit card / debit card fee of 4% will be added to the retained amount. Invoices / receipts will be made available, where possible and upon request only. All costs will be charged at CY£0.85 to £1 sterling.

21. Within 24 hours of your arrival at the property you should advise the management company or Hestia Holidays Ltd, of any faults or damage/breakage/loss found, otherwise it will be presumed that the damage/breakage/loss was caused by yourselves and a charge will be made. Any damage caused by yourselves or a third party invited by you to the accommodation shall be your liability. Liability under this clause shall be the cost of replacement, repair or reinstatement, which will be deducted from the damage deposit. Should the amount of breakage/damage /loss exceed the amount of the damage deposit taken, an invoice for these costs together with any administrative charge and/or legal expenses incurred will be raised. Delivery of the owner(s)/Hestia Holidays Ltd's invoice representing the costs of replacement and/or reinstatement shall be deemed to be accepted by you as your liability to the owner/Hestia Holidays Ltd under this clause.

21.1. The management company or an appointed local representative will check the property after your departure and will advise the property owner/Hestia Holidays Ltd of any damage/breakage/loss. The owner reserves the right to pursue you for recompense for any or all damages/breakage/loss caused which exceeds the retained value of the damage deposit. Please note that in this case we may require written authority from the property owner(s) or their agent before we can refund any damage deposit.

## BROCHURE ACCURACY

22. We have taken care to ensure accuracy at the time of publication. We cannot be held responsible for changes occurring after publication, or for information relating to third parties. We will endeavour to inform you of any material inaccuracies or changes of which we receive notice. Some temporary changes e.g. swimming pool maintenance, fixtures, fittings, features and facilities cannot always be predicted. Distances & sizes quoted are approximate, also certain items in photos (furnishings etc) are subject to change, and may not always be exactly as shown. Regrettably, errors in information & prices do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

## OUR LIABILITY

23. Although we do not control the day-to-day operations of our suppliers, we accept responsibility for the acts and omissions of our employees, subcontractors and local agents acting in the course of their employment if facilities or services which form part of the holiday which we have promised to provide are defective. However, in some countries, local standards will not be the same as in the UK and it is not always within our control to impose our own standards there.

23.1. We do not accept responsibility if you suffer illness, injury or death on holiday unless it is due to the negligence of our employees, agents, suppliers or sub-contractors acting in the course of their employment, and the incident is reported to the supplier and to us in resort and you write to us within one month of your return from holiday.

23.2. In addition, we will not be responsible where you do not enjoy your holiday or suffer any problems because of a reason you did not tell us about when you booked your holiday or where any problems you suffered did not result from any breach of your contract or fault of ourselves or for any losses, expenses or other sum you have suffered related to any business. Please note we cannot accept responsibility for any services which do not form part of your contract. This includes, for example any additional services or facilities which the property owner/supplier of the services in question agrees to provide for you where the services or facilities are not advertised in our brochure and we have not agreed to arrange them.

23.3. The promises we make to you about the services we have agreed to provide or arrange as part of your contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question have been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question.

#### BEHAVIOUR

24. Local communities expect certain standards of behavior - you and your party are required to observe them.

24.1. Our accommodation is made available for letting on the understanding that the property will be left clean and tidy at the time of checkout and all personal waste must be removed from the property. The customer will be held responsible for any damage or breakages to the property, caused by the customer and in the event of such occurrence, the incident must be reported to Hestia Holidays Ltd, the property owner or their representative immediately and appropriate compensation made. Customers are not permitted to move any furniture or equipment without prior written consent from ourselves or the property owner. In the event of such permission being granted, it is the customer's responsibility to return the same to its original position before checkout. Under no circumstances must any item(s) for use inside the property, be moved outside.

24.2. Whether the cost of any air-conditioning is included in the property price, or paid for as a supplement, the units must only be used whilst you are in the property, with all windows and doors kept closed. Under no circumstances must the air conditioning units be left on continuously whilst the property is unoccupied.

24.3. We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. It is your responsibility to ensure that you and the members of your party do not behave in a way which causes offence or danger to others or which risks damage to property belonging to others. In such circumstances the property owner/s and the Company have the right to terminate arrangements made on your behalf in which case the Company's responsibility to you ceases immediately and there can be no refunds, no payment of compensation and no reimbursement of any cost or expenses you may incur as a result. Further, you will be liable to reimburse the Company for any expenses whatsoever it incurs as a result of your behavior.

24.4. We take no responsibility for matters beyond our control, i.e. war, civil unrest, terrorist activity, industrial disputes, bad weather conditions and other circumstances which neither we nor the property owners could foresee or avoid even with all due care.

#### TRAVEL DOCUMENTS

25. You are responsible for your party's passports, insurance documents, inoculations etc. For British citizens, a full ten-year British passport (but no visa) is required. A full British passport presently takes approximately 8 weeks to obtain. Requirements may change and you must check the up-to-date position in good time before departure. Information on health is contained in the Department of Health leaflet T6 (Health Advice for Travellers) available from your local Department of Health office and most post offices. For European holidays you should obtain an European Health Insurance Card (E.H.I.C) prior to departure. If you or any member of your party is not a British citizen or holds a non-British passport, you must check the passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel.

#### DATA PROTECTION & PRIVACY STATEMENT

26. In the interests of staff training and improving customer service we may occasionally record and monitor telephone conversations with clients.

26.1. In order to process your booking, we need to collect certain personal details from you. These details will usually include the names and addresses of party members, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements. If we need any other personal details, we will tell you before we obtain them from you.

26.2. We need to pass on your personal details to the companies and organisations who need to know them so that your holiday can be provided (for example car hire, insurance, transfers, property owner other supplier, credit/debit card company or bank). Such companies and organisations may be outside the European Union, Norway, Iceland or Liechtenstein if your holiday is to take place or to involve suppliers outside these countries.

26.3. Where you give us details relating to your physical or mental health or condition, we will ask you to give us your written consent to our holding, using and passing on such information.

26.4. Except where expressly permitted by the Data Protection Act, we will only deal with the personal details you give us as set out above unless you agree otherwise. For example, if we wish to use any of your personal details for marketing purposes, we will tell you this when we ask for the details and give you the opportunity to say 'no' if you do not want us to do so.

26.5. We promise to keep all personal details you give us in connection with your booking confidential. We have appropriate security measures in place to protect this information.

#### OTHER CONDITIONS

27. Transport from and to the airport is not included or provided with the rental price, this is available as an optional extra.

27.1. The accommodation must be vacated by 10.00 am on the day of departure. This enables the property to be cleaned for the next occupants. If there is a gap in the change-over rental period, guests may be able to stay in the property until departure time but this must be pre-arranged with us.

27.2. All properties will be cleaned once a week this includes towel and linen changed. Additional cleaning can be arranged as an optional extra.

27.3. No pets are allowed.

## NOTICES

28. The property owner or his representative shall be allowed access to the holiday accommodation at any reasonable time during any holiday occupancy.

28.1. We have compiled the information on our website as accurately as possible at the time of going to press. However, facilities may be altered or withdrawn for reasons outside Hestia Holiday Ltd's control, in which case we cannot accept responsibility. We make every effort to ensure that the property details supplied to us by the owners are accurately reproduced. Mistakes may occur from time to time, and confirmation should be requested prior to booking. The holidaymaker must accept that minor differences between text/photograph/illustrations on the website and the actual property may arise. We cannot accept responsibility should the property not conform to the holidaymaker's standards. If a facility is particularly important to you, please check with us prior to your booking.

DATED: 5<sup>th</sup> October 2007