

## **1. MAKING A BOOKING**

- 1.1 Once you have chosen a property please contact us with your choice. Having verified the availability with the owner, we will then transmit a Booking Form by fax or e-mail.
- 1.2 When you complete and return the signed Booking Form to us we recommend you keep a copy for your own reference.
- 1.3 The person who signs the Booking Form certifies that he/she is authorised to agree to its terms on behalf of all persons included on the Booking Form, including any persons who may be substituted/added at a later date.
- 1.4 The signatory must be a member of the party occupying the property and must be 18 years or over. Bookings will not be accepted from parties of young people less than 18 years of age.
- 1.5 Immediately upon receipt of deposit payment, we will e-mail you a Confirmation of Booking. This will note the remaining balance, if any, and when payment is due. Please note that the booking is not confirmed until we have received this deposit.

## **2. PAYMENT**

- 2.1 The initial payment required to secure a reservation is 50 percent of the total rental price. This payment can be made by Credit Card or Bank Transfer.
- 2.2 The balance must be paid not less than 10 weeks (70 days) prior to your arrival at the property.
- 2.3 The Owner and Royal Villas Europe are entitled to treat your booking as cancelled if you fail to pay the balance on time.
- 2.4 Some properties have different arrangements for payment of the deposit and balance. If applicable, this will be explained at the time of booking.
- 2.5 Bookings taken within 9 weeks of your arrival at the property must be paid in full.

## **3. OUR DUTIES**

Royal Villas Europe Limited (referred to in these Terms and Conditions as "we" or "Royal Villas Europe") act as agents for the owners of the accommodation ("the Owner(s)").

We will also use our knowledge to advise clients about safety and security precautions in each destination. For the South of France we strongly recommend that you consult us prior to booking rental cars as all of the popular rental agents provide vehicles with registrations identifying them as rental vehicles which attract unwanted attention from criminals. This puts both clients and our properties at risk.

## **4. SECURITY DEPOSITS**

- 4.1 A security deposit is required to cover the cost of any damages or breakages to, or at the property. The security deposit amount is set by the Owner and will be due 14 days prior to your arrival at the property. We reserve the right to refuse entry to the property should the security deposit not have been paid.
- 4.2 The cost of any agreed damage caused by you will be deducted from the security deposit and the balance will be returned to you. If the security deposit paid by you is not sufficient to cover the cost of such damage, the Owner is entitled to recover any additional costs from you.
- 4.3 Generally we are able to return all or virtually all of a client's security deposit (minus any appropriate charges) within three weeks of departure. Sometimes we are obliged to withhold a small portion until the owner notifies us of telephone charges for the client's stay. Delays may also arise whilst waiting for estimates for repair of damage. We will endeavor to ensure all security deposits are fully returned within 75 days of departure.
- 4.4 In the unlikely event that any dispute as to the amount of final charges to be deducted from the Security Deposit arises, we will, at your request, intervene with the owner to authenticate the claimed damage and mediate the dispute. However, since we have no facility for fact-finding or adjudicating the dispute, in most cases it will accept the owner's word as to the fact and the extent of the damage.

## **5. ACCESS**

The Owner or their representative shall be allowed access to inspect the property prior to your departure. They also have a right to access the property during your stay if urgent maintenance is required. Gardeners and pool maintenance staff may enter the grounds during your stay, normally very early in the morning. Maintenance staff cannot be refused entrance to the villa.

## **6. SECURITY AND VALUABLES**

Any valuables left at the property are left at your own risk. Neither we nor the Owner are responsible for any loss. When provided, burglar alarms must be activated, safes used and proper care be taken against theft and burglary. It is your responsibility to ensure all doors and

windows are closed and locked when leaving the property, or when by the poolside/in the grounds. If theft or damage to the owners property occurs through negligence on your part the owner is entitled to seek compensation from you. No refund can be given should you decide to vacate the property as a consequence of a burglary unless it can be proven that the Owner has failed to inform you of anti-burglary systems in the property.

## **7. PASSPORTS, VISAS, DOCUMENTATION, HEALTH REQUIRMENTS**

You are responsible for all members of your party's travel and health documentation (passports, driving licenses, vehicle registration documents, green card, motor insurance etc) and for any consequences arising from failure to carry correct documentation or to comply with all relevant passport or visa requirements.

## **8. INSURANCE**

- 8.1 It is a condition of booking that all members of the party have comprehensive travel insurance, including cover for possible cancellation of your trip.
- 8.2 We cannot be held responsible for any problems arising out of the organisation of insurance.

## **9. ARRIVAL AND DEPARTURE**

- 9.1 Arrival is between 1600 and 1900 local time unless previously agreed with Royal Villas Europe. If your arrival is delayed you must inform the person whose details will be provided to you upon payment of the balance. If you arrive after 19.00 (without making arrangements to arrive late) you may not be able to gain access to the property until the following day.
- 9.2 You must vacate the property by 10.00 am on the day of departure. If these times are likely to cause you difficulty, please advise us at the time of booking. We will not be able to guarantee any changes can be made after the booking.
- 9.3 Upon departure from the property it is the clients responsibility to ensure that all keys and remote controls for gates and doors are left at the property. An administration charge and replacement value of lost items will be deducted from the security deposit in this incidence.

## **10. CANCELLATIONS**

- 10.1 In the unlikely event of a significant change or cancellation of your booking by the Owner, we will inform you as soon as possible. If requested and if available we will try to arrange alternative accommodation of a similar price, standard and location. Alternatively, we will refund all payments made by you to ourselves.
- 10.2 Any cancellation by you (for whatever reason) must be in writing. (This may include e-mail or fax). The effective date of cancellation is the date we receive written notification.
- 10.3 If you cancel 9 weeks or more prior to your arrival at the property you will lose your deposit.
- 10.4 If you cancel less than 9 weeks before your arrival at the property or the booking is cancelled due to your non-payment, the Owner shall be entitled to the full cost of the holiday from you. Security deposits are fully refundable in the event of cancellation by you.
- 10.5 Should you cancel your booking, we will endeavor to obtain a replacement client for the Owner. If a replacement is obtained, we will then refund all payments made by you, less any difference between the price you paid for the property and the price paid by the replacement client.
- 10.6 If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. Claims must be made directly to the insurance company concerned.

## **11 BEHAVIOUR**

- 11.1 You are responsible for keeping the property and all its contents and grounds in the same state of cleanliness, repair and condition as at the commencement of the holiday. You will be responsible for the payment for any breakages, loss or damage to the property caused by you or members of your party. The Owner reserves the right to make deductions from the security deposit for any extra cleaning, over the number of hours committed to departure cleaning, and to claim against you for damage or loss if the cost of which exceeds the security deposit.
- 11.2 The person signing the contract is responsible for the correct and decent behavior of all members of the party. Should you or a member of the party not behave in such a manner, the Owner may use their absolute discretion to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation. Neither we nor the Owner will have any further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and neither we nor the Owner will pay any expenses or costs incurred as a result of the termination.
- 11.3 Only the persons stated on the completed Booking Form may use the property unless otherwise agreed in advance by us and the Owner. The maximum numbers of people, including infants allowed at the property may not be exceeded. The Owner has the right to terminate hire without prior notice and without refund or compensation if the numbers are exceeded. A pro rata sum will automatically be deducted from your security deposit for any additional adults/children.

- 11.4 We act as an agent for the Owner for the private rental of the property. If you intend to organise a function (e.g. party, wedding, cocktail party) at the property, you must seek prior permission from us and the property owner. Additional charges and/or an increased security deposit may be sought at the Owner's discretion.

## 12. PROPERTY DESCRIPTION

- 12.1 Royal Villas Europe accept no responsibility for any descriptions which contain inaccurate, incomplete or misleading information or errors and which have been supplied by the Owner on our website nor can we accept responsibility for any descriptions which contain inaccurate incomplete or misleading information or errors and which have been supplied by us (as opposed to the Owner) except where this arises out of our negligence or that of any of our employees (providing they were at the time acting within the course of their employment.) We cannot be responsible for ensuring that the property is suitable in all respects for you or your party's needs.
- 12.2 Owners reserve the right to make modifications to the property specification that are considered necessary in light of operating requirements. In the interest of continual improvement Owners reserve the right to alter furniture, amenities, facilities, or any part of any activities, either advertised or previously available, without any prior notice.
- 12.3 If we become aware of material changes after your booking has been confirmed we will advise you before departure.
- 12.4 Distances given are approximate. Times are approximate, based on driving, not walking.
- 12.5 Where an inventory is provided, it is in your own interest to see that this is accurate so that any loss/damage is not wrongly attributed. Please inform us of any discrepancies/malfunctions within 24 hours of arrival, after which time you will be deemed to be responsible.
- 12.6 All properties are non smoking unless otherwise stated. Pets are not allowed unless written permission is obtained before arrival.
- 12.7 Whilst we try to ensure that many of our properties are equipped with internet access we cannot be held liable for any malfunctions or technical problems with Internet Service Providers.
- 12.8 In properties equipped with air conditioning this will only be effective if all doors and windows are closed whilst it is running. Neither we nor the owner can be held responsible for non effective air conditioning if this simple procedure is not followed. The owner may also levy an additional charge if electricity consumption is above the seasonal average due to non adherence to this guideline.

## 13. OUR LIABILITY AND THAT OF THE OWNER

- 13.1 As we act only as agent for the Owner we cannot accept any liability for any act(s) or omission(s) of the Owner or anyone representing, or employed by, the Owner. Further, we cannot accept any liability for any shortcomings or defects with or in any property as all properties are within the sole control of the Owners.
- 13.2 If you have any complaints regarding any services we provide (as opposed to any provided by the Owner), you must inform us immediately in writing and in any event within 7 days of the end of any arrangements booked through us. We regret we cannot accept any liability if we are not so notified. Our maximum liability to you if we are found to be at fault in relation to any service we provide (as opposed to any service provided by any third party such as an Owner for whom we are not responsible) is limited to the commission we have earned or are due to earn in relation to the booking in question. We do not exclude or limit any liability for death or personal injury which arises as a result of our negligence or that of our employees whilst acting in the course of their employment.
- 13.3 While every effort is made to perform the contract, we cannot accept liability for alteration, delay or cancellation of your holiday because of war, or threat of war, riot or civil strife, terrorist activity (threatened or actual), natural disaster, fire, sickness, weather conditions , action at an airport or port by any governmental or public authority, technical problems relating to transport , airport regulations , temporary, technical, mechanical or electrical breakdown with your accommodation or other circumstances amounting to 'force majeure' or Acts of God and other similar events beyond our control.

## 14. YOUR COMMENTS OR COMPLAINTS

- 14.1 In the event that you are disappointed with the property, you must first contact Royal Villas Europe by telephone on the day of your arrival who will then attempt to resolve the problem.
- Complaints received at the end of the holiday will not be accepted. If you vacate the property before the departure date without notifying our local representative you will not necessarily be entitled to a refund.
- 14.2
- 14.3 If the problem was not resolved to your reasonable satisfaction during your holiday, you should put your comments in writing within 7 days of your return. We will forward your written complaint to the Owner and will within reason liaise with the Owner to assist in reaching a satisfactory settlement for all justifiable complaints regarding the property you may have. However, it is your responsibility to take the complaint up with the Owner directly if no satisfactory settlement can be reached.
- 14.4 Neither we, nor the Owner can be held responsible for noise or disturbance originating beyond the boundaries of the property or which is beyond the Owner's control. In the event that a source of reasonably obvious noise has been in existence prior to your arrival and we are informed of this, we will contact you to inform you of the disturbance.
- 14.5 We cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming pool filtration systems, air conditioning units, nor for the failure of public utilities such as water, gas and electricity.
- 14.6 In the event of discharge our liability shall be limited to the return of the sums paid to us in respect to the unused portion of the holiday calculated on a pro rata daily basis.

## **15. ADDITIONAL SERVICES AT EXTRA COST**

- 15.1** Payment for additional services you may require is normally made locally, although some suppliers may require a deposit to be paid prior to arrival for items such as food. If the supplier asks us to collect and pass on such deposits to them this does not give rise to any liability on our part for these services.
- 15.2** Linen is included in all properties. This is normally changed at the end of each week. If you require more frequent changes you should request this at the time of booking, for which there may be an additional cost.
- 15.3** We recommend that you take your own cot linen for your baby's comfort and hygiene.
- 15.5** Electricity and usually end-of stay cleaning charges are normally included in all prices. Electricity usage is based on average readings of meters in previous rental periods. Excessive usage will also be charged for, particularly air-conditioning in summer and heating in winter. Properties left in an excessively unclean state will incur penalty charges. Heating for swimming pools will usually be charged extra. In some properties gas/water is extra, but this will be pointed out to you.

## **16. SWIMMING POOLS**

- 16.1** Swimming pools may not be available all year round. If your rental period is outside of July & August in Europe please check with us that the pool will be ready for use. We cannot be responsible for low water temperatures at any period.
- 16.2** Please note that swimming pools carry their own inherent risks. Upon arrival at the property you and all members of your party must take time to familiarise yourselves with the location, layout, and depths of any swimming pool(s) at the property. Please take note of any pool warning signs, depth markings and other instructions for use, which may be displayed. Young children must not be allowed to wander unaccompanied in the grounds of any property where there is a swimming pool.
- 16.3** Any gyms, jacuzzis and hot tubs are used at the sole discretion of the party. Children under 16 are forbidden to enter and use these Facilities.

## **17. LAW**

The law of the country that the property is in governs this contract and all matters arising out of it. Any dispute, claim or other matter which arises out of or in connection with your booking, as opposed to your contract with the owner for your actual stay at the property, will be dealt with by the courts of the country in question.

## **18. HEALTH AND SAFETY**

We ask guests to familiarize themselves upon arrival at the property with all health and safety features such as house alarms, fire alarms and extinguishers and swimming pool alarms.

## **19. PRIVACY POLICY**

Royal Villas Europe is committed to ensuring that your privacy is protected. This privacy policy explains how we use the information we collect about you, how you can instruct us if you prefer to limit the use of that information and procedures that we have in place to safeguard your privacy.

Please read the following privacy policy to understand how we use and protect the information that you provide to us. By registering or making an enquiry on this website, you consent to the collection, use and transfer of your information under the terms of this policy.

### **INFORMATION THAT WE COLLECT FROM YOU**

When you visit or register on [www.royalvillaseurope.com](http://www.royalvillaseurope.com) you may be asked to provide certain information about yourself including your name and contact details. We may also collect information about your usage of our website as well as information about you from messages you post to the website and e-mails or letters you send to us. To maintain customer service standards and to assist staff training, we may record and monitor incoming calls.

### **USE OF YOUR INFORMATION**

Your information will enable us to provide you with access to all parts of our website and to supply the services you have requested. It will also enable us to bill you and to contact you where necessary concerning your requests. We will also use and analyse the information we collect so that we can administer, support, improve and develop our business.

In particular, we may use your information to contact you for your views on our services and to notify you occasionally about important changes or developments to the website or our services. Further, where you have consented, we might also use your information to let you know by email about other products and services which we offer which may be of interest to you. If you change your mind about being contacted in the future, please let us know.

### **DISCLOSURE OF YOUR INFORMATION**

The information you provide to us may be accessed by or given to third parties some of whom may be located outside the European Economic Area who act for us for the purposes set out in this policy or for other purposes approved by you. Those parties process information, process credit card payments and provide support services on our behalf. We may also pass aggregate information on the usage of our website to third parties but this will not include information that can be used to identify you.

Where you have consented when providing us with your details, we may also allow other companies in our group, to contact you occasionally about products and services which may be of interest to you. They may contact you by e-mail. If you change your mind about being contacted by these companies in the future, please let us know at [info@royalvillaseurope.com](mailto:info@royalvillaseurope.com)

Finally, if our business enters into a joint venture with or is sold to or merged with another business entity, your information may be disclosed to our new business partners or owners. Countries outside the European Economic Area do not always have strong data protection laws. However, we will always take steps to ensure that your information is used by third parties in accordance with this policy. Unless required to do so by law, we will not otherwise share, sell or distribute any of the information you provide to us without your consent.

#### **SECURITY AND DATA RETENTION**

We employ security measures to protect your information from access by unauthorised persons and against unlawful processing, accidental loss, destruction and damage. We will retain your information for a reasonable period or as long as the law requires.

#### **ACCESSING AND UPDATING**

You are entitled to see the information held about you and you may ask us to make any necessary changes to ensure that it is accurate and kept up to date. If you wish to do this, please contact us at [info@royalvillaseurope.com](mailto:info@royalvillaseurope.com). We are entitled by law to charge a fee to meet our costs in providing you with details of the information we hold about you.

#### **CHANGES TO OUR PRIVACY POLICY**

Any changes to our privacy policy in the future will be posted to the website and, where appropriate, through e-mail notification.

#### **CONTACT**

All comments, queries and requests relating to our use of your information are welcomed and should be addressed to:

**Royal Villas Management Ltd,**

Reg number 168380,

Reg Office, Palaceview House 3rd Floor,

Zinonos Kitieos 2, CY-2064 Nicosia,

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