

Booking Conditions

Palmer & Parker (Holidays) and Palmer & Parker Villa Holidays are trading names of Palmer & Parker LLP, hereafter referred to as P&P, a limited partnership registered in England, (number OC341037) with registered office at Suite 3, 5 Battalion Court, Colburn Business Park, Catterick Garrison, North Yorks, DL9 4QS. These Booking Conditions, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with P&P.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that he/she has read these terms and conditions and has the authority to and does agree to be bound by them; he/she consents to our use of information in accordance with our Privacy Policy; and he/she is over 18 years of age.

1. A booking is made with us when a) you send to us your completed and signed booking form; and b) you pay us a deposit, (if you are booking within 8 weeks of your arrival date, full payment is due at the time of booking); and c) we issue you with a booking confirmation. We reserve the right to return your deposit and decline to issue a confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you or your travel agent.

2. Occasionally a booking with us may constitute a "Package" for the purposes of the Package Travel Regulations 1992. A Package will exist where you purchase accommodation with car hire or transfers (or any other such tourist service) and we sell this to you at one inclusive price. Where this is the case we will be a Package Organiser for the purposes of the Regulations, with all the attendant duties and obligations.

3. Upon receipt, if you believe that any details on the confirmation or any other document are wrong you must advise us immediately as changes can not be made later and it may harm your rights if we are not notified of

any inaccuracies in any document within ten days of our sending it out. The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 10 weeks prior to your scheduled arrival. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 5 below will become payable.

4. All prices are quoted in Sterling pounds (£GBP) however payment can be made in either £GBP or €EUR. The price of your arrangements will be confirmed on booking. The price of your confirmed booking is also subject at all times to changes arising from government action such as changes in VAT or any other government imposed changes. Where you have booked a package, we provide financial security for your booking by way of a bond held by ABTA (Member number V2857).

5. If you wish to change any part of your booking arrangements after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £50.00 per booking as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the arrival date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable. If you are prevented from travelling it may be possible to transfer your booking to another suitable person provided that written notice is given. An administration fee will be charged, details available upon request.

6. If you decide to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us and will be effective from the date on which we receive it. Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges up to the maximum shown below. The cancellation

charge detailed is calculated on the basis of the total cost payable.

Period before departure within which notice of cancellation by you is received	Amount of cancellation charge
57 days or more	Deposit Amount
56 - 29 days	45% of holiday cost
15 - 28 days	60% of holiday cost
14 days or less	100% of holiday cost

We will deduct the cancellation charge(s) from any monies you have already paid to us. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

7. If you are forced to return home early, we cannot refund the cost of any services you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

8. Only those persons named on the booking form may occupy the accommodation from 4pm on the date of arrival and all shall vacate including luggage not later than 10am on the date of departure. Failure to vacate the property by 10am on your date of check-out will result in further charges being levied against you for not only the cost of the property but also any additional charges incurred by us if your failure to leave the property on time affects any subsequent customers.

9. An additional minimum security deposit of £400 each Villa has different security deposit amount, please ask your Palmer & Parker representative at the time of booking. The deposit is payable 10 weeks prior to your arrival date, please note (or at the time of booking if booking less than 10 weeks prior to arrival). This will usually be refunded within 14 days from the date you

check-out from the property, less any deductions for damages, breakages, or chargeable consumptions and any applicable administration fees.

10. You and/or your party may also be required to pay for loss and/or damage over and above the amount of the security deposit caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the management company or other supplier prior to departure from the accommodation. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

11. All guests staying with us are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

12. The property is offered solely for use as holiday accommodation: use as a venue for weddings, parties or commercial activities (including commercial photography of any kind) is only by special agreement.

13. We endeavour to ensure that all the information and prices both on our website and in our brochures are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and

other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

14. The tenant agrees to take all necessary precautions to safeguard the property including use of locks and alarms as provided, and not to allow smoking indoors.

15. Where a holiday is booked through a travel agent, the travel agent acts for the customer and holds money for the customer until P&P issue the confirmation invoice.

16. We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. the management company) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact Palmer and Parker on +44 20 3735 5818. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our London office within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

17. We have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.

We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

- (a) the act(s) and/or omission(s) of the person(s) affected;

- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (d) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

We limit the amount of compensation we may have to pay you if we are found liable under this clause:

- (a) loss of and/or damage to any luggage or personal possessions and money,

The maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

- (b) Claims not falling under (a) above and which don't involve injury, illness or death

The maximum amount we will have to pay you in respect of these claims is the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information

given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (b) relate to any business.

We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

18. Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

We are a Member of ABTA, membership number V2857 We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

19. It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit www.passport.gov.uk. Up to date travel advice can be obtained from the Foreign and Commonwealth Office,

visit www.fco.gov.uk.

20. You are responsible for making yourself aware of Foreign Office advice and State Department warnings in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

21. Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

22. Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

23. If due to circumstances beyond our control it becomes necessary to substitute an alternative supplier, or make any other alterations we shall inform you of the changes as soon as possible. You must pay any additional cost due to such changes. If the changes are, in our view, so substantial as to materially alter your booking and you are unwilling to accept them then you may cancel your booking and we will give a refund of all money you have paid to us.

24. We may in exceptional circumstances be required to cancel your booking in which case a full refund of all monies paid will be made to you, plus 5% of the of the monies paid to date or 10% if we cancel within 14 days

of the departure date. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation.

Very rarely, we may be forced by "force majeure" to change or terminate all or some of your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

25. Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

26. We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate in the tour. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only.