

TERMS AND CONDITIONS

Resort Solutions Limited in these booking conditions “We” “us”, “our” and “the Company” means Resort Solutions Limited. The Company arranges bookings of properties as agent of the owners (the “Owner”) of such properties. When you book a property through the Company, you enter into a contract with the Owner of that property. The Company is responsible for the administration of your booking but, except where otherwise stated in these Conditions, does so solely on behalf of, and as agent for, the Owner. References to “you” and “your” mean the person making the booking (the “party leader”) and all members of the holiday rental party who have been accepted by the Company on behalf of the Owner (including anyone who is added or substituted at a later date). These Conditions set out the basis of your contract with the Owner. They also deal with the Company’s position. Nothing in these Conditions affects your normal statutory rights.

1. YOUR BOOKING

All offers and bookings are subject to availability. The party leader must be at least 18 years of age at the time of booking. The party leader must be authorised to make the booking on the basis of these Booking Conditions by all other members of the holiday party. By making the booking, the party leader confirms that he/she is so authorised and that all other party members agree that the booking is subject to these Booking Conditions. The party leader is responsible for making all payments due to the Company. Your booking is made as a consumer and you agree that no liability can be accepted by the Owner of the Company for any expenses, costs, losses, claims or other sums of any description which relate to any business, however suffered or incurred by you. When the Company issues a written confirmation (see below) to you, this signifies that the Owner has entered into a contract with you, which is subject to these Conditions. The Company, on behalf of the Owner, has the right to refuse any booking prior to the issue of your written confirmation and, if the Company does this, the Company will tell you in writing and promptly refund any money you have paid to us. When you receive your confirmation, the details must be checked carefully. If anything is not correct, you should tell the Company immediately.

Please note: We will provide you with your written confirmation either by post, electronically or email. If you book with us online, we will acknowledge receipt of your booking and then provide your confirmation to you electronically or by email. If you book by post or telephone we will send your confirmation to you by post, unless you advise us at the time of booking you would prefer it to be provided electronically or by email. All references to “your written confirmation” therefore means confirmation provided by post, electronically or by email, as applicable. It is your responsibility to check your emails regularly.

2. PAYING FOR YOUR PROPERTY

When you book your property, you will receive an invoice for the total amount of your rental. You should pay the amount then due by debit or credit card, or by sending a cheque to the Company. Providing the booking can be confirmed, the Company, on behalf of the Owner, will then send to you as soon as reasonably possible, your written confirmation, showing your booking details. Other on-site resort specific charges may apply. Contact Resort Solutions for details.

All prices quoted or otherwise advised to you, include Value Added Tax (at 20%) where applicable. Should the VAT rates increase, or any additional taxes or levies be introduced which affect the price of your holiday, you may be required to pay the extra amount. Alternatively, should the rate of VAT or any government imposed tax or levy included in the quoted prices decrease so that a lower rate applies to your holiday, the price of your holiday will be reduced accordingly.

Details of any additional terms specific to the offer will be notified to you prior to, or on making, your booking and should be read in conjunction with these Conditions. If any payment you make is not honoured for any reason whatsoever, the Company is entitled to make an administration charge of £25. If any payment due in relation to your booking is not paid by the appropriate date, the Company, on behalf of the Owner, is entitled to assume that you wish to cancel your booking. The Company normally contacts you by telephone or sends out a reminder to you before your booking is cancelled.

3. CANCELLATIONS OR CHANGES TO YOUR BOOKING BY THE OWNER OR THE COMPANY

Neither the Owner nor the Company expect to have to make any changes to your booking but occasionally problems occur and bookings have to be changed or cancelled. If this does happen, the Company will contact the party leader (by telephone where reasonably possible in the case of a significant change or cancellation minor changes will be notified by post) as soon as is reasonably practicable, explain what has happened, and inform you of the cancellation or change.

If a significant change has to be made (and the change is not acceptable to you) or your booking has to be cancelled, the Company will, if possible and as soon as reasonably practicable, offer the party leader an alternative property (from the range available to the Company) or similar type and standard, in a similar location for the same or similar time of year, at no cost to you. If you do not wish to accept a significant change or any alternative property offered, or the Company cannot offer you a suitable alternative property, you will be entitled to cancel your booking and receive a full refund of all monies paid to the Company. So as to keep any period of uncertainty to a minimum, the Company will, whenever reasonably possible, communicate with you by telephone in the case of a significant change or cancellation and you are required to do the same. The party leader should tell the Company as soon as reasonably possible whether you wish to accept or change to the alternative property offered or, alternatively, whether you want a refund. In the unlikely event that the party leader fails to tell the Company that you wish to accept any change or alternative property, the Company is entitled to assume you wish to cancel your booking and receive a full refund of all monies paid to the Company. **Please note:** The above options are not available where any change made is a minor change. Where your booking is significantly changed, or cancelled, you will also be offered compensation, if and as appropriate. A minimum compensation of £20 per booking will usually be paid. However, compensation will not be payable where any change or cancellation results from “force majeure” (please refer to Section 4 below) or where you have refused, without good reason, to accept an alternative property you have been offered. Please note, no compensation is payable for minor changes. No compensation is payable and the above options will not be available if the Company cancels your booking as a result of your failure to comply with any requirement entitling the Company or the Owner to cancel (such as paying on time). A minor change is a change which, taking into account the information you gave at the time of booking or which we or the Owner can reasonably be expected to know, we or the Owner (as applicable) could not reasonably expect to have a significant effect on your confirmed booking.

4. CIRCUMSTANCES BEYOND THE CONTROL OF THE OWNER / THE COMPANY (FORCE MAJEURE)

Except where otherwise expressly stated in these Conditions, the Owner and the Company shall not be liable, jointly or individually, for any changes, cancellations, effect on your holiday, loss or damage suffered by you or for any failure by the Owner and/or the Company to perform or properly or promptly perform any of their respective obligations to you which is due to any event(s) or circumstance(s) beyond the reasonable control of either the Owner or the Company (referred to as “force majeure” in these Conditions). By way of example, force majeure includes fire, flood, exceptional weather conditions, epidemics, destruction or damage of the property by any cause (other than negligence of the Owner or the Company) and all similar situations. In appropriate cases (for example where your booking has to be cancelled before departure due to force majeure) the Company, on behalf of the Owner, will, refund to you all monies paid to the Company by you for your booking. No compensation, expenses, costs or other sums of any description (including without limitation the cost of securing an alternative property/accommodation) will be payable in such circumstances, by either the Owner or the Company, to you.

5. PROPERTY DETAILS

The Company aims to ensure that the information provided by Owners is accurately conveyed in their promotional literature or material produced and circulated by the Company. However, the information and prices in promotional material may have changed by the time you come to book. Whilst every effort is made to ensure the accuracy of promotional material and prices at the time of printing, changes and errors occasionally occur. You must therefore ensure you check all details of your chosen property and arrangements (including the price) with the Company at the time of booking. There may be small differences between the actual property and its description, as both the Company and the Owners are always seeking to improve services and facilities. Occasionally, problems mean that some facilities or services become unavailable or subject to restriction. If this happens, the Company will tell the party leader as soon as reasonably practicable after the Company becomes aware of the situation. Neither the Owner nor the Company can accept responsibility for any changes or closures to area amenities or attractions mentioned by the Company. The Company will, however, use its best endeavours to notify you of any changes to, or inaccuracies in, any information contained in their promotional material or otherwise provided to you as soon as reasonably practicable after the Company becomes aware of the change of inaccuracy.

6. LIABILITY

The Owner and the Company shall have no liability for any death or personal injury unless, in the case of the Company, this results from the negligence of the Company or its employees (providing they were at the time acting in the course of their employment) or, in the case of the Owner, it results from the Owner’s negligence or that of any employee of the Owner (providing they were at the time acting in the course of their employment). You must take all necessary steps to safeguard your personal property. No liability is accepted by the Owner or the Company in respect of damage to, or loss of, such personal property except, in the case of the Owner, where the damage or loss is caused by the negligence of the Owner or that of any employee of the Owner (providing they were at the time acting in the course of their employment) or, in the case of the Company, where the damage or loss is caused by the negligence of the Company or its employees (providing they were at the time acting in the course of their employment). As the Company acts only as agent for the Owner, the Company cannot accept any liability for any act(s) or omission (s) of the Owner or anyone representing, or employed by, the Owner. Please also refer to Section 4 (Force Majeure) above.

7. IF YOU CHANGE OR CANCEL YOUR BOOKING

(i) Changes

If you want to change your booking once your confirmation has been issued, we will endeavour to assist but please bear in mind that changes cannot be guaranteed. Where changes can be made an administration fee of £25 will be payable to the Company once any change has been made, together with any other resulting costs (for example any increase in price). However, it is important to realise that a change of property or dates may have to be treated as the cancellation of one booking and the making of another. In such cases cancellation charges, may be incurred, which may be as much as the total cost of your holiday booking. The Company will advise the party leader if this is the case when the change is requested. The party leader must then inform the Company as soon as reasonably possible as to whether you still wish to change your booking. If you advise the Company that you do, or the party leader fails to contact the Company as soon as reasonably possible, your booking will be treated as having been cancelled by you. So as to keep any period of uncertainty to a minimum, the Company will, whenever reasonably possible, communicate with you by telephone and you are required to do the same.

(ii) Cancellations

If you have to, or wish to, cancel your booking, the party leader must telephone the Company on the number shown on your booking confirmation as soon as possible. The party leader must also immediately confirm your cancellation in writing, sent by recorded delivery to the Company at the address shown on your invoice or on the website. The day the Company receives your telephone notification of cancellation is the date on which your booking is cancelled.

Depending on your reason for cancellation and providing it is 30 days before the start date of your holiday, you may receive a refund of some of the monies you have paid to the Company for your booking. The Company will in all cases retain a cancellation administration fee of £35 per week, per booking. **Please note:** The refund provisions referred to above only apply if the cancellation applies to all members of your party. **Note:** All prices are for the entire property and not on an individual basis.

To qualify for a refund, your reason for cancelling must be one of the following, and must apply to a member of your party and, with the exception of pregnancy, must have occurred after you booked your holiday and must prevent you from taking your holiday. Please note that you will not receive a refund for pregnancy where the party member is expected to give birth within 14 weeks of the arrival date home – Illness/Pregnancy (subject to medical evidence of inability to travel); Death; Redundancy (provided employment has been on a continuous basis with the same employer for at least 2 years); Jury or Witness service (in a Court of Law); Illness or Death of a close relative* (a close relative is defined as one of the following – Spouse, Son or Daughter (in law), Parent (in law), Grandparent, Sister or Brother, Fiance(e)), your home is rendered uninhabitable due to fire, storm, flood, subsidence or malicious damage; your presence is requested by the Police, following a burglary at your home or place of business, within the preceding 7 days of your holiday; your unexpected posting by HM Forces or cancellation of leave by HM Police (unless the cost of the lost holiday is recoverable from any other source); or compulsory quarantine.

The following reasons for cancellation do not qualify for a refund as set out above; suicide or attempted suicide, intentional self-injury, the effect of intoxicating liquor or drugs, or any other reason which is not specifically referred to.

For refund as set out above; suicide or attempted suicide, intentional self-injury, the effect of intoxicating liquor or drugs or any other reason which is not specifically referred to. Where the reason for cancellation does not fall within one of the qualifications for a refund as set out above; e.g. Dis-inclination to travel, leave cancelled by employer (other than HM Forces or the Police) etc, no refund of monies will be paid.

The amount of monies refunded to you should you cancel for one of the stated valid reasons above is shown in the table below.

Number of days before arrival date that notification of cancellation is received	Cancellation Refund
More than 60 days	50% of the full amount paid, less £35 cancellation administration fee.
30 – 60 days	25% of the full amount paid, less £35 cancellation administration fee.
Less than 30 days	No refund of amount monies paid.

8. COMPLAINTS

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If, however, you have any cause for complaint, in the first instance talk to the Resort Management immediately so that any problem can be resolved if possible. If you are not satisfied with the action taken to resolve your complaint, write to Resort Solutions Limited on your return home.

9. COMMUNICATING WITH YOU

For the purposes of the Data Protection Act 1998, Resort Solutions Limited is the sole data controller of all personal data provided to the Company by customers and prospective customers. In order to process your booking, the Company needs to collect certain personal details from you, for example names and addresses of party members, credit/debit card or other payment details, special requirements such as those relating to any disability or medical condition which may affect any party member’s holiday arrangements. If the Company needs any other personal details, it will tell you before it obtains them from you. The Company needs to pass on your personal details to the companies and organisations who need to know them, so that your holiday rental can be provided (for example the property owner(s), and any key holder(s) of such property) if not the property owner(s), other suppliers, your credit/debit card company or bank, or for verification of details relating to your holiday rental. Such individuals, companies and organisations may be outside the UK. Data protection legislation in other countries may differ from that in the UK. The Company also needs to process and store your personal details for its own administration, market analyses and operational reviews. The Company would also like to store and use your personal details for future marketing purposes (for example, sending you brochures, emails or details of promotions and offers which the Company feels may be of interest to you). All details you give to the Company at any time will be kept, but only names, contact details and any booking preferences will be used for marketing purposes, unless you are informed otherwise when you provide the information. The Company may disclose customers’ names, contact details and booking preferences to any other trading division of the Company. If you do not wish to receive any or all of the communications set out in this clause, please let the Company know as soon as possible by telephone, letter, e-mail or fax. The Company is entitled to assume that you do not object to being communicated with, unless you have indicated otherwise either at the time you gave your details to the Company or subsequently. Except where expressly permitted by the Data Protection Act 1998, the Company will only deal with the personal details you give to it as set out above, unless you agree otherwise. You are generally entitled to ask the Company (by letter, fax or e-mail) if and how it is processing your personal details. The Company is entitled to charge a fee in responding to such a request. The Company promises to respond to your request within 40 days of receiving this in writing and payment of the appropriate fee (if required by the Company). In certain limited circumstances the Company is entitled to refuse your request. The Company may also record or monitor telephone calls to and from the Company, without notification, for staff or training purposes.

10. LAW

The contract between you and the Owner is subject to English law and no other. It is agreed that any dispute you may have with the Owner or the Company will be dealt with by the Courts of England.

11. YOUR RIGHTS

Your statutory rights are not affected by anything contained within these Conditions.