

booking conditions

These booking conditions set out the terms and conditions which will apply to the contract. Villaparade (which is a trading name of Airparade Limited, ATOL No. 5717) will be a principal in all contracts which include air travel. Otherwise, we act as agent for specified suppliers.

1. Your Holiday Contract

By paying your initial monies, you warrant that you have the authority to accept, and are accepting on behalf of all your party, these conditions. A contract will exist as soon as we issue our confirmation invoice which will specify, if we are acting as a retail agent, the name of our principal/supplier. Where we act as a principal, the contract between us is governed by English Law and both parties agree to submit to the jurisdiction of the English Courts at all times.

2. Contracts not including air travel

In making these contracts we act as the retail agent for the specified suppliers and accept no liability whatsoever for any death, personal injury, loss or damage of any kind, unless caused by our own negligence. You will be bound by the booking conditions of the relevant supplier, a copy of which will be made available to you on request.

3. Your Financial Protection

As members of ABTA (membership number W558X tour operator, and F9683 retail) and holders of Air Travel Organisers' Licence No. 5717, issued by the Civil Aviation Authority, we have ensured that the monies paid for your holiday are fully protected.

4. Your Holiday Price

When you make your booking, you must pay a non-refundable deposit of 30% of the total villa rental. The balance of the price of your travel arrangements must be paid at least 12 weeks before your departure date. The credit card charge for deposits, balances or part balance payments is 2% (3% on Amex transactions) and a 0.15% charge on a debit card. If the balance is paid by more than one credit or debit card an additional administration charge is payable. If the deposit and/or balance is not paid in time, we reserve the right to cancel your travel arrangements. If the balance is not paid in time we shall retain your deposit. For flights a deposit of £125 per person is payable (although most airlines now may require payment in full at the time of your reservation), and any insurance premiums must be paid at the time of booking. All flights are non-changeable and non-refundable; in the event of cancellation full cancellation charges will apply.

The price of your travel arrangements is subject only to surcharges for increases by Government action such as increases in VAT or any other Government imposed increases. Even in this case, we will absorb an amount equivalent to 2% of the price of your travel arrangements, which includes insurance premiums and any amendment charges. Only amounts in excess of this 2% will be surcharged. If this means paying more than 10% of the price of your villa accommodation, you may cancel your accommodation and receive a full refund of all monies paid, except for any premium paid to us for holiday insurance and any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your confirmation invoice.

The price of your villa accommodation/car hire/transfers was calculated using exchange rates quoted in the "Financial Times Guide to World Currencies" on 16th August 2009 in relation to the following currency: Euros. The prices featured in this brochure were accurate at the time of going to press 21st September 2009, however Villaparade reserve the right to change any prices without prior notification. For up to date prices visit www.villaparade.co.uk.

5. If You Change Your Booking

If, after our confirmation invoice has been issued, you wish to change your arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes, provided that written notification from the lead name on the booking is received at least 12 weeks before your departure date. In all cases the departure date may be brought forward but cannot be changed to a later date. Any changes are subject to a minimum charge of £25 per person named on the booking to cover our administration costs. If you reduce your holiday duration or any part of it (eg downgrade car hire, reduce booking from two weeks to one week) then this will be treated as a cancellation of your accommodation and you will have to re-book your holiday with the relevant cancellation charges. If you wish to change your arrangements within twelve weeks of departure, this will be treated as a cancellation of the original booking and you will have to pay the applicable cancellation charges set out in the section below. Changes to contractual arrangements, such as upgrades and extras, (including informing our office of flight details if arranged separately) made within 72 hours of your departure date will be subject to a £25 handling charge. Within 24 hours of departures no extra contractual arrangements can be added or deleted to the booking unless in extreme circumstances when Villaparade reserve the right to apply additional charges of up to £50 per component.

6. If You Cancel Your Holiday

You, or any member of your party, may cancel the travel arrangements at any time, but the cancellation will be effective only on the date on which written notification signed by the person who made the booking is received at our offices, (including e-mail confirmation). Please telephone our office first so we are able to register your cancellation. Since we incur administrative costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges up to the maximum shown in the following table

Period before departure shown within which written cancellation is received	Amount of cancellation charge as a percentage of the price for the travel arrangements
84 days or more	Loss of Deposit
42-83 days	60%
29-41 days	80%
0-28 days	100%

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. Where you have booked your flights with us they are strictly non-changeable and non-refundable and in the event of cancellation 100% cancellation charges will apply.

7. If We Change Your Holiday Arrangements

It is unlikely that we will make any changes but we do plan the arrangements many months in advance and we reserve the right to make changes. We distinguish between minor changes, in respect of which no compensation is due, and major changes. Changes to aircraft type or airline and/or the alteration of your outward/return flights by less than 12 hours are deemed to be minor changes. A change of resort or reduction in the standard of your accommodation is deemed a major change and you will have the choice of either accepting the change of arrangements, accepting an offer of alternative holiday accommodation from us if available, or cancelling your accommodation and receiving a full refund of all monies paid. In all cases, except where the change arises due to reasons of force majeure, we will pay compensation as detailed below:

Period before departure shown within which written cancellation is received which a major change is notified to you or your travel agent	Compensation per person (Excluding infants)
42 days or more	NIL
28-41 days	£10
15-27 days	£20
14 days or less	£30

Force Majeure: Compensation will not be payable if we are forced to cancel or change your holiday arrangements in any way for reasons of war, threat of war, riot, civil strife, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions or any other circumstances amounting to force majeure.

8. If We Cancel Your Holiday

We reserve the right in any circumstances to cancel your holiday arrangements. However, we will not cancel your holiday arrangements less than 12 weeks before your departure date, except for reasons of force majeure (see Clause 7) or failure by you to pay the final balance. If we are unable to provide the booked holiday accommodation, you will be offered alternative holiday arrangements of comparable standard from us or higher standard, if available. If it is necessary to cancel your holiday arrangements, compensation will be payable in accordance with Clause 7.

9. If You Have A Complaint

In the unlikely event that you have a complaint about the property, facility or services provided (including a lack of / breakdown of an advertised appliance) whilst you are on holiday, please inform our local resort office as soon as possible. They are there to help you and may well be able to solve the problem on the spot. Should the representative be unable to resolve the complaint and you wish to take the matter further upon your return, detail your complaint in writing to us with a copy of your complaint within twenty eight days of the completion of your holiday to our UK office. We will not accept any complaints or any responsibility after this date is passed nor will we consider any complaint that has not been reported to our representative at the resort and not been resolved satisfactorily (Please see important information section in relation to maid service, water, electricity, television matters, appliances etc).

10. What Happens To Complaints

It is unlikely that you will have a complaint that cannot be settled amicably between us. However, disputes arising out of, or in connection with this contract which cannot be settled amicably, may (if you wish) be referred to Arbitration under a special scheme which, though devised by arrangement with the Association of British Travel Agents, is administered quite independently by the Chartered Institute of Arbitrators.

The scheme provides for a simple and inexpensive method of Arbitration on documents alone with restricted liability on you in respect of costs. The scheme does not apply to claims for an amount greater than £5,000 per person or £25,500 per booking form. Nor does it apply to claims, which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness. If you elect to seek redress under this scheme, written notice of Arbitration must be received by the Association within 9 months after your scheduled date of return. Full details of the scheme are available from the Association of British Travel Agents at 68-71 Newman Street, London, W1P 4AH.

11. Disclaimer / Limitation of Liability

We accept responsibility for ensuring that your villa arrangements are supplied as described in our brochure (or on the website) and that the services offered reach a reasonable standard. If any part of your villa accommodation is not provided as promised, we will, when acting as principals, pay you appropriate compensation if this has affected the enjoyment of your holiday. Apart from when we are acting as a principal, we cannot accept responsibility for the acts or omissions of our overseas agents or suppliers. We do not under any circumstances accept responsibility for their acts or omissions which lead to death, injury or illness.

12. Conditions Of Carriage

If air travel is included in the contract, the conditions of carriage of the carrier, some of which limit liability, will apply and are incorporated in the contract. A copy of the relevant conditions of carriage is available at our offices.

13. Termination And Indemnity

You must accept responsibility for the proper conduct of yourself and any members of your party whilst on holiday. In cases of serious misconduct, we reserve the right to terminate your holiday or that of any member of your party. This includes threatening behaviour, physical and serious verbal assault behaviour or our Resort staff. If we do so, we shall have no further responsibility or liability to you. If you or any member of your party wilfully, recklessly or negligently causes any damage to any accommodation, property or person, you agree to indemnify us against any loss suffered by us (including legal costs), arising from such damage. Failure to pay for serious damage that

you or your party has inflicted on a property can result in the local authorities called to intervene.

14. Insurance

We consider travel insurance to be so essential, that it is a condition of booking a holiday with Villaparade that you have comprehensive insurance cover comparable to that offered by ourselves. If you decide not to purchase this insurance, you must ensure that you obtain suitable alternative insurance, which provides comparable or greater cover to this. You must also provide us with evidence that you have done so to our satisfaction, preferably at the time of booking or, if not, as soon as possible afterwards. If by 12 weeks before departure date you have failed to do this, we may cancel your booking and refund all sums you have paid us, less cancellation charges. Villaparade accept no responsibility if you do not have a full comprehensive insurance cover and still travel on your holiday.

15. Breakages

All our bookings now carry an optional minor breakage charge of £20. This is to cover minor items such as glasses and crockery etc. All other breakages must be reported to our local Representatives immediately and these must be paid for locally before vacating. We reserve the right to charge for any serious damage or breakages not reported and found after your departure. Please refer to section 13. If this minor breakage charge is not purchased a security deposit of 25% of the total villa rental cost is required with the holiday balance. Bookings to Portugal and Ibiza carry a refundable breakage deposit of £100-£500 depending on property size. This is payable with the balance of your holiday and is refunded on your return, subject to a breakage/cleanliness inspection.

16. Natural Environment / Unwelcome Guests

As in all the Mediterranean resorts Villaparade cannot be held responsible for any discomfort or inconvenience caused by the climate, the particular flora and fauna and wildlife including, but not limited to insects (flies and ants), barking dogs, goats, donkeys, rodents, chickens or sheep bells or anything else reasonably expected to exist in the natural environment in which many of the properties are situated. Isolated incidents of field mice and rats have also been sighted. For any serious cases we will do everything in our power to help you eradicate problems. We recommend particularly in the summer months when Mediterranean drought conditions cause an influx in ants etc. for you to buy mosquito/ant spray and keep any food and drink items in the fridges and to clean any food leftovers away immediately. Please refer to Important Information.

17. Building works

Building works, serious construction works and the resulting noise from the site can take place at any time during the year on an adjoining or nearby property and land. If this work is affecting your holiday please report this to our representative immediately. Obviously this is beyond the control of our suppliers, or ourselves, but we will make an effort to have the work stopped if possible. Alternatively, if this is not possible we will offer you other accommodation, of the same or higher standard, strictly subject to availability. Unfortunately we do not receive advance notice of when building works will begin as they are carried out by third parties over which we have no control. Whilst we can assure you we will do our best to minimise any inconvenience or interruption to your holiday, we regret that this is a "force majeure" and we do not accept any liability or will pay any compensation. We closely monitor and will inform you immediately of any building work which could materially affect your holiday. We consider internal maintenance and the use of tile cutters and small power tools not to materially affect your holiday.

18. Car Hire

Car hire is provided by us as agent for the relevant car hire company - conditions of trading are available on request. We accept no liability in this respect. Where we act as principal, the relevant conditions will be deemed to be incorporated in the contract between us and we, as well as the car hire company, will be entitled to rely on them.

19. Pre-booked Activities and Excursions

We act as agent for the relevant supplier of the above. Conditions of trading are available on request. We accept no liability in this respect. Where we act as principal, the relevant conditions will be deemed to be incorporated in the contract between us and we, as well as the relevant supplier, will be entitled to rely on them.

20. Air-Conditioning / Mains Supplies / Swimming Pool

All air-conditioning where stated will be on timers and available for use between 1800 hours and 0800. The air-conditioning unless otherwise mentioned is fitted in the bedrooms only and acts as a cooling and heating system. Single bedrooms do not have this. Air-conditioning where described may be static wall or floor mounted or portable units. As with the U.K., in the event of a breakdown engineers do have a specified call out pattern and it may take up to seven days before a visit can be arranged or a part ordered. Villaparade will not pay compensation due to the failure of any appliance within this timeframe, but will of course assist you to the best of our ability. In the rare event of a total break-down with the basic supplies of water, electricity and use of swimming pool the local agent / suppliers concerned will endeavour to re-solve the problem within 24 hours to the nearest working day.