

# The Luxury Villa Collection Agency Terms and Conditions

The Luxury Villa Collection is a trading name of Speciality Stays Ltd, registered in England and Wales under Company Number 07937358. Our registered address is: 8th Floor, Becket House, 36 Old Jewry, London EC2R 8DD

**Except where otherwise specified, Speciality Stays Ltd t/a The Luxury Villa Collection (“we”, “us”, “our”) act only as an agent in respect of all bookings we take and/or make on your behalf.**

We accept no liability in relation to any contract you enter into or for any services or arrangements you purchase (“arrangements”) or for the acts or omissions of any supplier(s) or other person(s) or party(ies) connected with any arrangements. For all arrangements, your contract will be with the supplier of the arrangements in question (the “supplier(s)”). When making your booking we will arrange for you to enter into a contract with the applicable supplier(s) of the arrangements. Your booking with us is subject to these Agency Terms and Conditions and the specific booking conditions of the relevant supplier(s) you contract with and you are advised to read both carefully prior to booking. The supplier’s terms and conditions may limit and/or exclude the supplier’s liability to you. Copies of applicable conditions are available on request from us.

You may decide to make one or more bookings with us at the same time. The price charged in total for more than one booking will always equal the prices charged separately for each individual booking. All arrangements are available to be purchased separately at the same price as they are when more than one booking is made. This means that any multiple bookings do not constitute a package as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992 nor the Civil Aviation (Air Travel Organisers’ Licensing) Regulations 2012.

By making a booking with us you agree that:

- a) You are authorised to agree the Booking Conditions on behalf of all persons included on the Booking Form
- b) You have read these Agency Terms and Conditions and agree to be bound by them on behalf of all members of your party;
- c) You are over 18 years of age

## 1. Booking and Payment

Once You have decided upon the property you wish to rent, you may make an online booking request via our website, or by completing a Booking Request Form and sending it to us by email.

When you submit a booking via our online reservation system you will receive an automatically generated booking summary by email to the email address you provide in the booking form. This is simply to confirm that we have received your request and does not form a contract between you and the supplier.

A provisional booking will be made when we receive your Booking Request Form and have received confirmation from the Supplier that we can proceed with your booking. We will, on behalf of the supplier, provisionally hold the property chosen by you for forty eight hours. In order to confirm this booking, you must pay a deposit as required by the supplier of the arrangements in question (or the full cost of the arrangements (and any charges for additional services) if the booking is made within 8 weeks of departure). Our suppliers ordinarily require an initial deposit payment of 30% of the total cost of your chosen arrangements, in order to secure the booking, however different deposit terms apply to your chosen arrangements, we will advise you at the time of booking.

If payment is not received within 48 hours, we will cancel the provisional booking, on behalf of the supplier, and the property dates will be released (This period is reduced to 24 hours for bookings commencing within seven days)

Upon receipt of the appropriate payment we will secure the property chosen for the requested dates and will send you a Booking Confirmation on behalf of the supplier. Your booking is confirmed and a

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contract between you and the supplier will exist when we send you a confirmation on their behalf.

Please check all details of the Booking Confirmation carefully and report any incorrect or missing information to us immediately. As we act only as a booking agent, we have no responsibility for any errors in documentation, except where the error has been made by us.

If you have paid a deposit, you must pay the full balance by the balance due date notified to you (this will ordinarily be 8 weeks before departure, but we will advise you if the supplier of your chosen arrangements applies a different balance due date, at the time of booking). If full payment is not received by the balance due date, we will notify the supplier who may cancel your booking and charge the cancellation fees set out in their booking conditions.

Except where otherwise advised or stated in the booking conditions of the supplier concerned, all monies you pay to us for arrangements will be held on behalf of the supplier and forwarded on to the supplier in accordance with our agreement with the supplier.

**Please Note:** Payment to confirm a booking is possible by Paypal, debit or credit card or bank transfer. Paypal and card payments are subject to a 3.4% fee. Bank transfers to our UK account do not carry a fee, but you must ensure any applicable bank fees or exchange rate commissions are paid so that Speciality Stays LTD receives the full amount on the invoice.

**Please Also Note:** For reasons of security and privacy, we do not issue the addresses of any of the private villas which we advertise until you pay the balance of your chosen arrangements in full. Upon receipt of the final balance payment, full directions and arrival instructions for the property shall be provided.

## 2. Breakages Deposits

A Breakages Deposit may be required by the supplier of your chosen arrangements to cover costs resulting from the action or inaction of any guest occupying the property during the agreed booking period, including (but not limited to): the property being left in an unreasonable state, loss or non-return of keys, excessive or long distance telephone call charges, neglect or damage to the property, damage or loss of contents and/or, any extra or excessive cleaning or electricity costs required.

Where applicable, the amount of the Breakages Deposit will be advised to you at the time of booking and in the Booking Confirmation email, together with instructions for payment. If the Breakages Deposit is not paid, we will advise the supplier who may preclude you from entry to the property and treat your booking as cancelled and charge the cancellation fees set out in their booking conditions.

On behalf of the supplier, we will refund the Breakages Deposit to you usually within 14 days of your departure from the property less any costs incurred.

In the event of damages attributed to you or a member of your party during your stay, we, on behalf of the supplier, shall notify you as quickly as reasonably possible together with any evidence provided by the supplier. The cost of any remedial action shall be deducted from the Breakages Deposit by the supplier and the balance refunded to you. If we are unable to contact you, or if there is extensive damage requiring specialist attention, refund of the balance of the Breakages Deposit cannot be guaranteed within 14 days.

In the event that the cost of rectification for losses or damage caused by You or a member of your party exceeds the Breakages Deposit held, we, on behalf of the supplier, shall notify you of any additional amount owing. You are advised that the supplier reserves the right to pursue recovery of any additional cost over and above the Breakages Deposit and for this reason adequate personal liability insurance is strongly recommended. Should additional costs be incurred we shall provide your contact details to the supplier to facilitate recovery directly.

As we act only as an agent, we will not enter into any negotiation or arbitration between you and the supplier regarding the Breakages Deposit and any such discussions will be held directly between you and the supplier.

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## 3. Prices

We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices.

**Special note: changes and errors sometimes occur. You must check the price of your chosen arrangements at the time of booking.**

We shall not store or process debit or credit card details, instead we use a secure online payment gateway or Paypal to process payments. All payments are made in £ Pounds Sterling unless otherwise indicated. Overseas clients may pay in £ Pounds Sterling by debit card, credit card, or international bank transfer. You agree that any charges incurred by us for receiving payments from overseas will be borne by yourself.

Where a tariff is advertised in a currency other than £ Sterling, the currency will be converted into £ Sterling on the day the payment is requested. You shall be advised of the £Sterling amount required. All conversions will be valid on the day they are provided only and a new quotation can be requested if payment is not received by the close of business.

**Please note:** Please include the booking reference with all payments where possible.

## 4. Insurance

You are strongly recommended to take out personal travel insurance for all members of your party. Some suppliers require that you do so. It is your responsibility to ensure that the insurance you purchase is adequate and appropriate for your particular needs. Please read your policy details on receipt and take them with you on holiday.

## 5. Special Requests

If you have any special requests (for example dietary requirements, cots etc.), please let us know at the time of booking. We will pass on all such requests to the supplier, but we can't guarantee that they will be met and we will have no liability to you if they are not.

## 6. Changes and Cancellation by You

Any cancellation or amendment request must be sent to us in writing, by email, fax or post, and will take effect on the day we receive it. Proof of posting is not proof of receipt, therefore you are advised to also confirm all changes to us by telephone.

Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that such requests will be met. Amendments and cancellations can only be accepted in accordance with the terms and conditions of the supplier of your arrangements. The supplier may charge the cancellation or amendment charges shown in their booking conditions (which may be as much as 100% of the cost of your chosen arrangements and will normally increase closer to the date of departure). In addition you must pay us an administration fee of £30.00 per person for any amendments or cancellations to bookings.

Our suppliers usually impose the following cancellation charges, which we provide for your information:

- a. The holiday deposit (usually 30% of the total holiday cost): Where cancellation notice is received after the deposit has been paid and no less than 8 weeks prior to the booking start date, then the deposit is forfeit.
- b. 100% of the total holiday cost: Where cancellation notice is received less than 8 weeks prior to the booking start date then you shall be liable for the full cost of the booking.

If the supplier of your chosen arrangements applies different cancellation terms to those listed above, we will advise you at the time of booking.

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Wherever possible, the supplier will actively attempt to re-sell cancelled dates. If successful, subject to the limits above, the supplier will return to you any monies paid less the deposit and the difference between the cost of the cancelled booking and the replacement booking.

If the supplier is unable to sell any part of the cancelled period then all monies paid will be forfeit and for this reason we strongly advise you to take out a suitable holiday cancellation insurance policy.

**Please Note:** Our suppliers often treat booking amendments requested within 8 weeks as a booking cancellation and may therefore apply the cancellation terms set out in their booking conditions.

## 7. Changes and Cancellation by the Supplier

We will inform you as soon as reasonably possible if the supplier needs to make a significant change to your confirmed arrangements or to cancel them. We will also liaise between you and the supplier in relation to any alternative arrangements offered by the supplier but we will have no further liability to you.

## 8. Restrictions / Specific Terms of the Property

Some of the suppliers of our Luxury Villa Collection properties may have restrictions or specific terms in place for clients staying at their property, and some suppliers may have restrictions in place for the types of booking that they will accept in their property.

For instance, most of our suppliers state that it is not permitted to host events or celebrations in any of their properties, where capacity will exceed the maximum number on the booking form, without prior written consent from the supplier. In such circumstances admittance to the property may be refused or you may be asked to vacate the property immediately if this condition is not observed. The supplier may also levy a supplemental fee for additional guests.

## 9. Our Responsibility for your Booking

Your contract is with the supplier and its booking conditions apply. As agent, we accept no responsibility for the actual provision of the arrangements. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of the commission we earn on your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

## 10. Visa, Passport and Health Requirements

We can provide only general information on visa, passport and health requirements. Requirements may change and you are therefore strongly recommended to check the up to date position with the supplier of the arrangements, Passport Office, appropriate embassy or consulate or your doctor as applicable in good time before departure.

## 11. Complaints

Because the contract for your arrangements is between you and the supplier, any queries or concerns should be addressed to them. If you have a problem whilst on holiday, this must be reported to the supplier or their agent immediately. If you fail to follow this procedure there will be less opportunity for the supplier to investigate and rectify your complaint. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result.

If you wish to complain when you return home, write to the supplier. You will see their name and contact details in any confirmation documents we send you.

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## 12. Law and Jurisdiction

These Agency Terms and Conditions are governed by English law and the courts of England and Wales have jurisdiction (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scots or Northern Irish law, as applicable).

## 13. Accommodation Ratings and Standards

Any ratings given on the website are as provided by the relevant supplier. These are intended to give a guide to the services and facilities you should expect from your accommodation. Standards and ratings may vary between countries, as well as between suppliers. We cannot guarantee the accuracy of any ratings given.

The properties which we market, in our role as agent, are subject to a walk-through inspection by local representatives on an annual basis. Our representatives are not qualified nor warrant to undertake a formal Health and Safety assessment of the property, and it remains the full and sole responsibility of the supplier to ensure that all local safety regulations are complied with and safety equipment maintained in good working order.

Whilst we use reasonable endeavours to ensure that all descriptions of the property are made in good faith and are accurate, we do not accept any liability for any misrepresentation, inaccuracies or omissions about the property.

We also exclude liability for any change made by the supplier since our inspection. Changes may occur during the period between the preparation of the description and your accommodation booking; therefore we reserve the right to change any of the facilities or services advertised.

We do not accept responsibility for modifications made by the supplier without our knowledge; for breakdown in water supply, gas or electricity; for infestation, or the breakdown of swimming pool filtration or heating systems.

Where we visit a property, this does not imply any acceptance of liability for risks encountered, and the responsibility for the safety and supervision of children and all members of your party remains yours at all times.

## 14. Documentation & Information

All descriptions and content on our website or otherwise issued by us is written on behalf of the supplier(s) in question, and is intended to present a general idea of the services provided by the supplier(s) in question. Not all details of the relevant services can be included on our website. All services shown are subject to availability. If you require any further details, in respect of any accommodation or any other services please contact us.

## 15. Privacy Policy

Any personal information supplied to Speciality Stays is used, held or stored in accordance with the Data Protection Act 1998.

We shall only make information about you available to those involved in supplying your holiday; this includes the property Owner to whom we will provide your name, additional guest names and your contact details. We never provide your information to anyone else without first obtaining consent, unless we are obliged by law to disclose it.

Personal information provided by you in registering for a service will be used by us in the provision of that service or to inform you about any other of our services that may be of interest. In any email communication that is not essential to the provision of the requested service we will always provide the option to unsubscribe.

In agreeing these T&Cs you warrant that the property details, including the property name, address and Owner details will not be reproduced or passed onto a third party without permission from us.

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For the security and privacy of the Owner, we shall not disclose the true name of the property until a deposit has been received and the T&Cs agreed by you. The full details, including the address, comprehensive directions and key collection arrangements shall be sent upon receipt of the balance payment in full.

You agree to not, under any circumstances, exploit for commercial purposes any photographic or moving images of the property.

## 16. Intellectual Copyright

The copyright and all other rights on [www.theluxuryvillacollection.com](http://www.theluxuryvillacollection.com) are owned by Speciality Stays or the material is included with the permission of the rights owner; copying site content for any commercial or business use is strictly prohibited.

## 17. Force Majeure

Neither we, nor the supplier of your chosen arrangements, can accept any liability or pay any compensation where the performance or prompt performance of our or the supplier's obligations is prevented or affected by circumstances amounting to force majeure. Force majeure is any event which we or the supplier concerned could not, even with all due care and attention, avoid. Such events may include war or threat of war, civil strife, natural or nuclear disaster, industrial dispute, terrorist activity, fire, adverse weather conditions, unforeseen local building or road-works, the act of any local government or other national or local authority, unavoidable technical problems with transport, closure or congestion of airports or ports, cancellations or changes of schedule by scheduled airlines and all similar circumstances beyond our control.

## 18. Additional Services

If you require any additional services during your stay, such as additional cleaning, catering, activities, supermarket delivery etc., please let us know as far in advance as possible of your arrival date. Generally, a minimum of seven days prior to the arrival date is required to arrange additional services.

Where you require additional services, we will refer you to [MyLocalConcierge.com](http://MyLocalConcierge.com) acting as Agent for the Suppliers of the service. Booking arrangements are handled by [MyLocalConcierge.com](http://MyLocalConcierge.com) and the contractual relationship for such services is directly between the Client and the Supplier.

We have no involvement in your booking of concierge services nor in the provision of those services and so we accept no responsibility for the performance of the concierge service.

## 19. General Information

The following general information comprise of terms that are usually imposed by the suppliers of the arrangements that we advertise. We provide such terms here as a means of providing information only and it is, at all times, down to the supplier of your chosen arrangements to determine the specific terms and conditions that will apply to your contract with that supplier.

Where any supplier imposes terms different to those listed above, we will advise you at the time of booking.

### Arrival and Departure

You must adhere to the arrival and departure times, which will be supplied by the supplier prior to arrival. These are typically 17.00 arrival and 11.00 departure to allow for same-day change overs. Changes to these times can be requested prior to arrival where there are no other guests arriving or departing the same day, but are subject to confirmation from the supplier and payment of any applicable increase in price.

### Care of the Property

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You are legally obliged to take all reasonable and proper care of the property including buildings, gardens, fixtures, fittings, furniture, pictures and other effects in or around the property and shall leave them in the same state of repair and condition at the end of the rental period as found at the beginning.

In the event of any damage to property or equipment during your stay, You are required to notify the supplier at the earliest opportunity and within 24 hours of the event; if this is not possible then the you shall contact us to report the damage.

You shall leave the property in a clean and tidy condition, returning it as you found it. This includes cleaning all cutlery and crockery and placing all rubbish in the appropriate waste or recycling bins outside the property.

Failure of you and your guests to exercise reasonable care may result in deductions being made from the Breakages Deposit.

## **Neighbourhood Regulations**

You agree to respect your surroundings and not to disturb or otherwise annoy the occupants of neighbouring properties. You also agree to adhere to any specific noise restrictions in place at the property. The supplier reserves the right to enter the property to investigate concerns relating to the care of the property or to disturbances. The supplier is within their rights to request that you vacate the property with immediate effect if it is found to be in a neglected or damaged condition.

## **Guest Information Books**

Where a supplier has provided a Guest Information Book, these are for reference during your stay only. You agree to not remove the book from the property. The replacement cost of a Guest Information Book is £95 and will be deducted, by the supplier, from the Breakages Deposit.

## **Personal belongings**

Neither we nor the supplier of your chosen arrangements can accept any responsibility or liability for loss of or damage to any of your personal items, belongings or vehicles, however caused. If the supplier or an authorised representative of the supplier is required to enter the property during your stay (e.g. to carry out maintenance or cleaning), you are advised to ensure that a member of your party is present; if this is not possible, you have the right to decline services at your discretion but no refunds shall be given by the supplier for services not used.

You must ensure that you take all your belongings with you when you depart the property, as we cannot be held responsible for handling lost property nor for any costs incurred in returning such items. Any arrangements for the return of such property must be made by you with a suitable courier firm, in liaison with the supplier.

## **Child-friendly properties**

At child-friendly properties in which the supplier has provided a high chair, cot, stair-gates, baby-monitors, toys or other similar facilities, these are for use at your discretion and neither we nor the supplier shall be responsible for any damages that occur as a result of such usage.

## **Linen**

All of the properties in The Luxury Villa Collection invest in good quality bed linens, often at considerable expense. Sun cream, fake tan, waterproof make-up and hair dye can all cause permanent damage to bedding, linen and towels, and we ask that you take care when using these products.

We recommend that if you are planning to use such products during your stay, that you bring your own spare linen to prevent damage to items within the property. If damage / staining does occur and the items cannot be cleaned, a charge may be levied from your Security Deposit to replace these

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items.

## **Smoking**

Please note that, unless otherwise advised, all of the properties in The Luxury Villa Collection are non-smoking. Should you fail to adhere to this condition, you may forfeit the Security Deposit.

## **Pets**

Pets are only permitted with prior written consent of the supplier; the supplier may impose an additional accommodation charge where pets are permitted.

Where pets are granted access, they are to be kept under control at all times and are not permitted into bedrooms or on the furniture. You are responsible for any damage caused by pets whether inside or outside the property. If extra cleaning is required because of pets in the property, this may be deducted by the supplier from the Security Deposit.

Neither we nor the supplier can accept responsibility for pet safety. You must not leave pets unsupervised at the property at any time.

You will dispose of pet faeces in a clean and sanitary manner.

Where the description of a property states 'Sorry no pets' or otherwise restricts pets at the property, neither we nor the supplier can guarantee that pets have not been kept previously at the property.