

# BOOKING CONDITIONS



- 1. DEFINITIONS:** The Agent refers to Houses of Pelion Ltd., which is acting for each individual property owner, (the Owner), and which is empowered to enter a contract on behalf of the Owner with the Client, who is the person in whose name the booking is made, and, in addition, all those entered on the Booking Form and on whose behalf the booking is made.
- 2. BOOKING:** Provisional booking of accommodation should be made by telephone, and the signed Booking Form, together with the appropriate deposits should be received by the Agent (or by the person delegated by the Agent for this purpose), within four days following the date of the telephone booking being made. Only after written confirmation has been posted by the Agent on the Owner's behalf will the booking of accommodation become valid.
- 3. TERMS OF PAYMENT:** The Booking Form must be accompanied by a deposit of £30 per person for a one week holiday, £50 per person for a two week holiday, and £70 for holidays of more than two weeks duration. The balance of payment must be received not less than eight weeks before the date of arrival. The Owner reserves the right to regard the booking as cancelled if the balance of the price remains unpaid after the due date. For bookings made less than eight weeks prior to arrival date, immediate payment of the total holiday cost is required. Remittances made by sterling draft or cheque on a foreign bank will incur a charge of £15, or total charges levied, whichever is the larger, to cover such collection charges.
- 4. PRICES:** The accommodation prices shown in this brochure are based on the rate of exchange as at 31st October 2009. Prices may be increased should accommodation costs increase due to changes in the exchange rate, but no additional payment will be requested following settlement of the Final Invoice. Should surcharges imposed after the date of booking exceed 10% of the total accommodation cost the Client has the right to cancel the booking and we will refund in full any monies paid.
- 5. CANCELLATION BY THE CLIENT:** Any cancellation must be made in writing by the person who signed the Booking Form. Cancellation of accommodation and services will apply from the date of receipt by the Agent of the written cancellation advice. The following cancellation charges will apply:

More than 42 calendar days prior to arrival date:	—	forfeit of deposits.
42 - 28 calendar days prior to arrival date:	—	30% of total cost.
27 - 14 calendar days prior to arrival date:	—	45% of total cost.
13 calendar - 3 working days prior to arrival date	—	60% of total cost.
Less than 3 working days prior to arrival date:	—	100% of total cost.
- 6. CANCELLATION BY THE OWNER:** In the very unlikely event that specific accommodation ceases to be available as advertised, and the Agent is unable to offer the Client acceptable alternative accommodation, on behalf of the Owner, or of another Owner, the Owner will refund to the Client all money paid (including the deposit), less reasonable expenses of the Owner and the Agent, when the alteration is due to hostilities, political unrest or other circumstances amounting to force majeure.
- 7. ALTERATIONS BY THE CLIENT:** If the Client wishes to change the composition of his or her party, or to alter any arrangements pertaining to accommodation, transfers, car or boat hire, or hotel bookings following the date of dispatch of the Final Invoice, a fee of £25 per alteration will be charged to cover costs incurred. This does not apply to alterations caused by published changes to flight schedules and timings.
- 8. CAR AND WATERSPORTS HIRE:** Houses of Pelion Ltd merely arranges and does not accept any responsibility for either the car or boat hire services. The contract is strictly between the Client and the Company concerned. Where the Client has pre-booked and paid for the car in the UK, the Client will, under normal circumstances, take delivery of the car at the airport or port, after signing the contract with the Car Hire Company. For complete details of the General Conditions of Rental, please see the relevant section page 11.
- 9. FLIGHT TIMES** are provided by Airlines, and are subject to change because of such matters as slot congestion at airports, air traffic control restrictions, weather conditions and technical problems. Flight timings are therefore estimates and cannot be guaranteed. The Company will not be liable if a flight is delayed. In the event of a delay, Airlines generally provide such refreshments, meals and accommodation as they deem appropriate. Where it is able to do so, the Company will use its best endeavours to ensure that appropriate arrangements are made. In addition, the Client may be entitled to claim under the Travel Delay section of his or her Travel Insurance policy. In the event of a delay, the Company will not be liable for compensation for loss of holiday enjoyment, unused hotel accommodation, missed connecting transportation or any additional transportation charges as the client's Travel Delay Policy should be designed to cover such eventualities.
- 10. DEALING WITH COMPLAINTS:** We can normally agree to an amicable settlement of any complaints that we receive relating to the standard of your travel arrangements. However, you should try to resolve any complaint that you have with the supplier of the service direct. (i.e. the accommodation owner, car hire or boat hire company), and immediately. At the same time you should provide us with full details of your complaint, in writing. At our discretion we shall offer advice, guidance and assistance to help you in resolving any claim you may have against a third party.

If, despite our best efforts and having followed the above procedure for reporting and resolving your complaint, you feel that it has not been satisfactorily settled, we recommend that it is referred for arbitration under the ABTOT Travel Industry Arbitration Service. An Independent Arbitrator will review the documents relating to the complaint, and deliver a binding decision to bring the matter to a close. Details of this scheme are available from ABTOT, Tower 42, Old Broad Street, London EC2N 1HR. This scheme cannot decide in cases where the sums claimed exceed £1,500 per person or £7,500 per booking form, or for claims which are solely or mainly in respect of physical injury or illness or the consequence thereof.
- 11. DAMAGE:** Should any of the equipment or furnishings belonging to the property being occupied by the Client be lost or damaged the Client will be required to make immediate cash settlement with the Owner, or with the Agent on the Owner's behalf. For any necessary replacement or repair before his or her departure from the accommodation. NOTE: That some Owners may require a deposit to be paid in advance to the Agent to cover the cost of repairing any damage which may be caused by the Client. The deposit, or unused departure from the accommodation.
- 12. BONDING:** As a member of the Association of Bonded Travel Organisers Trust Limited (ABTOT), an Association approved by the Department of Trade and Industry, Houses of Pelion Limited has provided a Bond to meet the requirements of the Package Travel, Package Holidays and Package Tours Regulations 1992. This Bond provides security for and is restricted to monies paid by its *UK customers* and for their repatriation to the UK in the event of the insolvency of Houses of Pelion Limited.
- 13. CONSUMER PROTECTION:** The air holidays and flights in this brochure are ATOL Protected, since we hold an Air Travel Organisers' License granted by the Civil Aviation Authority. Our ATOL number is ATOL 6075. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).