

Booking Terms and Conditions

YOUR CONTRACT IS WITH Solmar Villas Ltd. a member of ABTA.

(1) Your Holiday Contract

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. When booking online, you will automatically receive a Holiday Itinerary Confirmation, this is NOT confirmation of your holiday, you will receive another email within 24 hours which will state Confirmation Invoice. We do not advise you book flights etc. until you have received your confirmation Invoice. This contract is made on the terms of these booking conditions which are governed by English Law and we both agree to submit to the jurisdiction of the English, Scottish, Northern Irish and Welsh Courts at all times. Where flights, car hire, transfers and extras are booked, the suppliers terms and conditions may also apply. The Lead passenger must be 18 years or over and occupy by accommodation throughout the parties rental period. We act in the following capacities: as a principal accommodation provider, or as an agent to help you to arrange individual accommodation products with the supplier of your chosen accommodation ('the Supplier(s)'). Our obligations to you may vary depending upon which arrangements you book with us, and we have tried to set them out below as clearly as possible. We will be acting as principal in all bookings made for a Solmar Villas Exclusive villas. Car Hire, transfers. Where the villa is not advertised as part of our exclusive range and is available on a "request" basis you to enter into a contract with the Supplier of the property. As an agent we accept no responsibility for the acts or omissions of the supplier or for the services provided by the supplier. The Supplier's Terms & Conditions will apply to your booking and if they differ to ours we will provide you with a copy and advise you to read these carefully as they do contain important information about your booking. The supplier name will be disclosed on your invoice.

Pets and Smoking are not permitted in any of our accommodation; should evidence of pets or smoking be found during your stay or on departure a charge of £250 will be made for extra cleaning.

It is a requirement of booking with Solmar Villas that you purchase a comprehensive travel insurance policy as soon as your booking is confirmed. This insurance should, as a minimum, protect you against cancellation, curtailment, medical expenses, loss/theft of possessions and documents, personal liability and airline failure.

(2) Your Financial Protection

When you book a holiday with us that includes the flights through us you will receive a Confirmation Invoice confirming your arrangements and your protection under our ATOL (Air Travel Organisers Licence number) 10334. The price of our air holiday packages includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. 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 advanced booking.

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong

Flight-inclusive holidays on this website are financially protected by the ATOL scheme. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. Please see our booking conditions for information, or for more information about financial protection and the ATOL Certificate go to: www.atol.org.uk/ATOLCertificate

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another

body, if that other body has paid sums you have claimed under the ATOL scheme. For further information visit the [ATOL website](#). If you book arrangements other than a package holiday from this website, the financial protection referred to above does not apply.

For Non-Atol protected holidays we offer full financial protection via ABTA protection. In addition to this, we are a member of ABTA, membership number W1485. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found at here: [ABTA Arbitration](#)

(3) Your Holiday Price

When you make your booking you must pay a deposit of 25% of the total cost, plus any insurance premiums. The balance of the price of your travel arrangements must be paid 12 weeks before your departure date. Balance reminders will be sent to the email address you gave at the time of booking (please check your junk/spam folders), however it is your responsibility to pay on time. If the deposit and/or balance is not paid in time, your holiday and travel arrangements may be cancelled. If the balance is not paid in time we shall retain your deposit. All money you pay to a travel agent is held by him on our behalf at all times. You travel arrangements have been calculated at a rate of: GBP £1.00 = 1.15 Euros. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

The price of your travel arrangements is subject to surcharges for increases in transportation costs such as fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator or organiser. Also government action such as increases in VAT or any other Government imposed increases and currency changes in relation to an adverse currency exchange rate variation will result in surcharges being added to your final holiday cost. Even in this case, we will absorb an amount to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges.

Only amounts in excess of this 2% will be surcharged, where you have to pay a surcharge there will be an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay more than 10% of the price of your travel arrangements, you may cancel your travel arrangements and receive 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 final invoice.

Security Deposits

Your booking may be subject to a security deposit. You will be informed if a deposit is applicable either at the time of booking if through our call centre or within one week of departure if booked online. Accidental damage cover is automatically included with your booking. This is to cover accidental damage that may occur in your accommodation during your holiday, up to the value of £100.00 per incident. There is a small number of accommodation where a refundable deposit will be payable locally and refunded prior to departure, this is noted on the villa details page. Accidental Damage cover does not cover wilful and negligent behaviour. If the cost of accidental damage exceeds £100 per incident, or is deemed to have been caused by wilful and negligent behaviour, a charge will be made locally or an invoice will be sent to you with 28 days of your return to the UK. If you choose to opt out of the damage cover and no damage deposit is collected locally, we reserve the right to charge the card details held in the booking file for any loss or damage caused to or in the property during your stay and as reported to us on the day of departure by our house managers. There must be at least one adult (18 or over) attending the holiday. We reserve the right to run a credit check against lead passengers in cases of damage reclaim.

Occupancy levels

Please note that your holiday contract is valid for the passengers listed on your confirmation invoice. Adding additional passengers after the point of booking will incur a £25.00 per person admin fee. The villa is only available for use by the people listed on the confirmation Invoice. Exceeding the standard number of occupants using the villa for any period of time without written agreement from Solmar Villas Ltd. will result in an over occupancy fee of up to £5000.00.

You will be required to provide us with passport details for all individuals travelling to comply with Overseas local laws and regulations.

(4) Accuracy

We endeavour to ensure that all the information and prices in brochures and on our website are accurate; distances are calculated using information provided by the owners/agents, however occasionally changes may occur without our knowledge such as shop and restaurant closures, road closures etc. and errors occur and we reserve the right to correct prices and other details in such circumstances. Where your decision to book relates to a specific location or facility you should contact us to check the details relating to the arrangements that you wish to book before your booking is confirmed.

(5) If You Change Your Booking

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You should be aware that these costs could increase the closer to the departure date that changes are made, so you should contact us as soon as possible.

Changes to the villa or dates made less than 12 weeks before arrival class as cancellation and will incur a cancellation charge as outlined in the table below.

Changes to your confirmed villa over 12 weeks before arrival will incur an administration fee of £150.00 per change plus any additional costs differences (villa price etc.) Where the replacement villa has less occupancy than the original villa, there will be a deposit retention equal to the apportioned number of bedrooms. (For example a 5 bedroom villa with a deposit of £1000 paid, being moved to a 3 bedroom villa will equal 2 x £200 retention per bedroom = £400 deposit retained.)

Changes over 12 weeks before your holiday start date, of more than 14 days from the holiday start date will be classed as cancellation and loss of deposit.

Note: - Certain travel arrangements (e.g. Apex Tickets) cannot be changed after a reservation has been made and any alteration request will incur a 100% cancellation charge. This includes all low cost flights.

(6) If You Cancel or Amend Your Holiday

You, or any member of your party, may cancel or amend (e.g., reduce the duration of the holiday) your travel arrangements at any time. Written notification from the person who made the booking or your travel agent on your behalf must be received at our offices. As we incur costs for cancelling or amending your travel arrangements, you are required to pay the applicable cancellation/amendment charges up to the maximum shown in clause 7.

Note: - 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 We Change or Cancel Your Holiday

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 12 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If we are unable to provide the booked travel arrangements, we will offer you an equivalent alternative, if an alternative isn't available you can have a refund of all monies paid for the changed element, except in cases of force majeure where you will be offered a credit voucher. If it is necessary for us to cancel your travel arrangements, we will pay to you compensation as set out in this clause.

Please note that carriers such as Airlines used in your holiday may be subject to change. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward or return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard.

If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. We will offer you an equivalent alternative, if an alternative isn't available you can have a refund of all monies paid for the changed element, except where the major change arises due to reasons of force majeure.

If it is necessary for us to cancel your travel arrangements, we will pay to you compensation as set out in this clause. You will be offered an alternative and have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements from us or cancelling your booked holiday and receiving a full refund of all monies paid for the cancelled element. For bookings protected by the Package Travel Regulations (Villa and Flight or Villa and Car booked within 24 hours of each other), where the major change arises due to reasons of force majeure you will be offered to rebook the accommodation for alternative dates. Credit notes maybe offered as an alternative at the discetion of the company. In all cases (except where the major change arises due to reasons of force majeure) we will pay compensation as detailed below:

| | IF WE MAKE A MAJOR CHANGE TO YOUR HOLIDAY | IF WE CANCEL YOUR HOLIDAY | IF YOU CANCEL OR AMEND YOUR HOLIDAY |
|---|---|------------------------------|---|
| Period before departure within which notice of Cancellation or major change is received by us or notified to you. | Amount you will receive from us | | Amount of cancellation charge |
| More than 83 days | NIL | Deposit only | 25% of the Accommodation Value. 100% of Flight value. 25% of car hire, transfer or extras value |
| 83-43 days | £10.00 | 100% of holiday cost +£10.00 | 50% of holiday cost |
| 42-29 days | £20.00 | 100% of holiday cost +£20.00 | 70% of holiday cost |
| 28-15 days | £25.00 | 100% of holiday cost +£25.00 | 90% of holiday cost |
| 14 days or less | £30.00 | 100% of holiday cost +£30.00 | 100% of holiday cost |
| Post departure | £50.00 | N/A | N/A |

Force Majeure: - This means that we will not pay you compensation if we have to cancel or change your travel arrangements in any way because of war, riot, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or other unforeseen circumstances that may amount to force majeure.

(8) If You Have A Complaint

In the unlikely event you should have a problem on your holiday, it is a condition of booking with us that you must report it to our local Villa Representative and/or the supplier of the service(s) in question. If you are unable to contact them you should contact Solmar Villas Ltd. office in the UK. If this is done verbally then confirmation in writing should be received as soon after as possible.

All our suppliers and representatives must be given the opportunity to resolve any issues brought to our attention and allowances be made by you for any local conditions regarding the reasonable amount of time taken to rectify the problem.

Claims for compensation will only be considered where it is proven that any reported problem had a prolonged or major impact on the enjoyment of the holiday booked. It is not acceptable to make a serious complaint on return from your holiday when we are not made aware of your concerns. Therefore it is imperative that if you have a complaint you contact your representative, local agents or Solmar Villas in the UK.

If your complaint is not resolved locally, please follow this up within 28 days of your return home by completing out [online Complaint Form](#). Please keep your complaint concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

Compensation in relation to extras and supplements such as pool heating etc. is limited to the invoice price of the product only. Where given free as part of a promotion full air conditioning is valued at £120.00 per week.

(9) What Happens To Complaints

It is unlikely that you will have a complaint that cannot be settled amicably between us. However, disputes to do with this contract that cannot be settled amicably, you may (if you wish) be referred to Arbitration under a special scheme which, is arranged by the Association of British Travel Agents, but is administered quite independently by Hunt ADR.

The scheme provides for a simple and inexpensive method of Arbitration on documents alone with restricted liability on you in respect of costs.

Claims under the Scheme cannot be made for more than a total of £25,000, limited to £5,000 per person. Where a claim for personal injury is made the limit on the amount claimed is £1,500 per person. If you choose to proceed to Arbitration under this scheme, you must send a written notice of your decision to ABTA within 18 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.

(10) Our Liability to You

(i) We accept responsibility for ensuring that your travel arrangements, which you book with us, are supplied as described in this website. If any part of your travel arrangements are not provided as promised, we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers except where they lead to death, injury or illness. Our liability in all cases shall be limited to a maximum of twice the costs of your travel arrangements.

(ii) We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents, our suppliers and sub-contractors, whilst acting within the scope of, or in the course of their employment in the provision of your travel arrangements. We will accordingly pay to you such damages as might have been awarded in such circumstances under English Law.

(iii) In respect of travel by air, sea and rail, and the provision of accommodation our liability will be limited in the manner provided by the relevant international convention. You can ask for copies of these international conventions from our offices. (Tel: 01283 505 710)

(iiii) We accept responsibility to provide the lead passenger with holiday documentation prior to travel. This may be by post or email or available to download online and will be sent to the contact details provided at the point of booking unless specified otherwise. It is the clients responsibility to then check all the information provided is correct prior to travel.

(11) Personal Injury Unconnected With Your Booked Travel arrangements

If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements or an excursion arranged through us, we shall at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs, benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you or any member of your party to £5,000.

(12) Conditions of Carriage

The Contractual terms of the companies that provide the transportation for your travel arrangements will apply to this contract. These may contain terms which affect your rights to compensation. You may ask for copies of the relevant conditions of carriage from our offices.

This website is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines mentioned herein or any airline whose services are used in the course of your travel arrangements. Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date the return flight.

(13) Privacy Policy

This is the Privacy Policy of Solmar Villas Ltd ("we" or "us"). This website, the "Solmar Villas" brand and all brochures produced in relation to it are owned and/or produced by us. We are responsible for the collection and proper management of any personal information you submit. We will keep your personal details secure and use the information you provide consistently with applicable privacy and data protection laws and the terms of this Privacy Policy. Please read our full [Privacy Policy here](#)

(14) Important information regarding changes to UK driving license.

The paper part of the UK Driving Licence will no longer be issued. This will not impact clients renting outside of the UK & Ireland these clients will simply be required to show the photo card part of the licence.

Clients renting in the UK and Ireland will be required to download a code from the DVLA not before 21 days prior to the pick-up time. For further information from the DVLA, please click on the link below to be guided for customers picking up from the UK, along with supporting information. <https://www.gov.uk/government/news/driving-licence-changes>

(15) Lefkas Car Hire

All Lefkas villas come with the option to hire a Group A car FREE of charge. Upgrades charged accordingly. Rates include the following: • Unlimited mileage • Local taxes • CDW 700 for groups A & B - 850 for all other groups and third party insurance • Additional driver • Fire protection. • 24hours Maintenance/replacement in case of breakdown Rates do not include the following but these are payable locally: • Super Collision Damage Waiver (SCDW) (SCDW reduces all car groups excess to 0 euro incl tax) at a daily basis of €7 for groups A & B and for €8 euros for all other groups. Insurance does not cover damage to wheels or tyres, windscreen or the underneath of the car and should the renter cause any damage to any of these, the renter will be required to pay the full cost of repairs. • GPS are available on request. • Petrol is not included. Cars are delivered with a full tank. Missing fuel upon return is charged to the clients and paid locally by the clients. • Night deliveries and/or collections (22:00 - 07:00) are charged at €15 including local taxes. • Parking charges and traffic fines • One way fees. • Baby seat and booster seat on request. *Free car hire is not applicable to voucher deal bookings*

Please click on the link below to go to the government's website for a comprehensive guide to the new regulations which came into force on 1st July 2018

Link - <http://www.legislation.gov.uk/ukxi/2018/634/contents/made>

Clicking on the link below will open the entire document relating to the regulations in PDF format

Link - http://www.legislation.gov.uk/ukxi/2018/634/pdfs/ukxi_20180634_en.pdf

(16) Warning Violation Notice / Eviction Notice

At Solmar we are delighted that the majority of our customers respect the villa they are staying in, the neighbours who surround them and the local laws of the country they are holidaying in.

Be assured we want all our customers to enjoy their holiday. However, you **MUST** remember that you are responsible for your actions or those of any individual within your party, and the effect any such actions may have on others. If we, or another person in authority, believe that your actions could:

- Upset, annoy or disturb other customers, our suppliers or our own employees;
- Threaten other customers, our suppliers or our own employees;
- Put any individual at risk or place them in danger;
- Damage property;

We will terminate your contract. If that happens, you and your party will be prevented from using your booked accommodation, transport and any other travel arrangements forming part of your booking and we will **NOT** be liable for any refund, compensation or any other costs you then have to pay.

Alternatively, at our discretion, you may be permitted to continue with your holiday but may have additional terms imposed upon you (e.g., use of pool area during evening/night hours).

We will hold you and the members of your travelling party jointly and individually liable for any damage to the accommodation, furniture or other materials located within the accommodation, together with any legal costs we incur in pursuing a claim.

You are responsible for indemnifying us in full in the event that we incur any losses or expenses arising out of your failure to take out adequate insurance cover for your holiday.

Procedure

If we receive a complaint regarding the guests in any of our villas, this will be investigated in the first instance to see if the allegation has substance. Where eviction occurs, Solmar Villas has no responsibility/liability for any costs incurred by any and all members of the booking for relocation, car hire, transfers and/or flight amendments due to the eviction. If the complaint has foundation we will approach our guests with a 2 step approach:

1) A Violation Warning Notice detailing the complaint, date and time will be issued requesting compliance or eviction as an alternative

2) If we are forced to attend the property for a second time or, the complaint/behaviour is serious enough to warrant an immediate eviction, an Eviction Notice will be issued which in turn will cancel the booking

Please Note- you will be required to provide us with passport details for all individuals travelling to comply with Overseas local laws and regulations