

Standard terms and conditions for holiday lettings

June 2010

These pages (together with the documents referred to on them) tell you the terms and conditions on which a property (**Property**) listed on our website <http://www.akamas-villas.com/> (**our site**) is let to you. Please read these terms and conditions carefully before booking any Property from our site. You should understand that by booking a Property, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please check the box indicating that you have read and accept these terms and conditions. Please understand that if you refuse to accept these terms and conditions, you will not be able to let a Property from our site.

1. Information about us and our status

1.1 <http://www.akamas-villas.com/> is a site operated by Akamas Villas Limited (**we**). We are registered in England and Wales under company number 07092057 and with our registered office at The Corner House, 2 High Street, Aylesford, Kent ME20 7BG, United Kingdom.

1.2 We accept bookings as agents on behalf of the landlords of the Properties (the **Landlords**). We are authorised to conclude and enter into contracts for the holiday letting of the Properties in the name of and on behalf of the Landlords. The resulting legal contract is between you and the relevant Landlord of the Property on these terms and conditions. We will notify you of the name and address of the Landlord of the Property you are holiday letting and we will disclose your customer information to that Landlord.

1.3 We cannot give any undertaking that a Property you holiday let from a Landlord through our site will be provided with all reasonable skill and care, and any such warranty is DISCLAIMED by us absolutely. This DISCLAIMER does not affect your rights against the Landlords.

2. Your status

2.1 By placing a booking through our site, you warrant that:

- (a) you are legally capable of entering into binding contracts; and
- (b) you are at least 18 years old.

- 2.2 Please note that if you are a party of two or more people (and are not one family), then our booking form will require the entry of the lead person for each party. Please note that the lead parties will be jointly and severally liable for the obligations and liabilities arising under these terms and conditions. We and the Landlord may take action against, or release or compromise the liability of, any lead party, or grant time or other indulgence, without affecting the liability of any other lead party.

3. How the contract is formed between you and the landlords

- 3.1 After placing a booking, you will receive an e-mail from us acknowledging that we have received your booking. Please note that this does not mean that your booking has been accepted. Your booking constitutes an offer to the Landlord to rent a Property. Any order is subject to acceptance by us, on behalf of the Landlord, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Property is available for holiday letting for the period you have requested (the **Letting Confirmation**). The contract between you and the Landlord (**Contract**) will only be formed when we send you the Letting Confirmation.
- 3.2 The Contract will relate only to the Property whose holiday letting we have confirmed in the Letting Confirmation. We will also supply you with full details of the Landlord in the Letting Confirmation.

4. Consumer rights

- 4.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the Letting Confirmation. In this case, you will receive a full refund of the price paid in accordance with our refunds policy (set out in clause 11 below).
- 4.2 To cancel a Contract, you must inform us by e-mailing enquiries@akamas-villas.com.
- 4.3 Details of this statutory right, and an explanation of how to exercise it, are provided in the Letting Confirmation. This provision does not affect your statutory rights.

5. Price and payment

- 5.1 The price of a Property (per week, which is pro-rata per day if not specified) will be as quoted on our site from time to time, except in cases of obvious error. We will confirm the price in the Letting Confirmation.
- 5.2 In addition to the price payable for the Property, the following will be payable in addition and will be added to the total amount payable by you:
- (a) **Minor Breakages Fund (MBF).** A NON-REFUNDABLE charge of £5 per person must be paid to cover minor damage to the Property and its contents during your stay. Please note that this is a separate charge to any other breakages, whether

caused by your negligence or otherwise, which may be recovered against you pursuant to these terms and conditions and in no way does the MBF limit or exclude your liability to us or the Landlord in this regard; and

- (b) **Security Deposit.** A REFUNDABLE charge of £250 must be paid as security towards any sum that may be due from you to us or the Landlord as a result of your breaches under these terms and conditions. This Security Deposit will be refunded to you within four weeks of your return date less any sum that may be due to us or the Landlord from you as a result of any breach by you of these terms and conditions. As with the MBF, in no way does the Security Deposit limit or exclude your liability to us or the Landlord with regard to any sum that may be due to us or the Landlord over and above the amount of the Security Deposit.
- 5.3 All prices include any applicable Value Added Tax or other sales tax.
- 5.4 Prices are liable to change at any time but changes will not affect orders in respect of which we have already sent you a Letting Confirmation.
- 5.5 Our site may contain a number of Properties at any one time and it is always possible that, despite our best efforts, some of the Properties listed on our site may be incorrectly priced. We will normally verify prices as part of our confirmation procedures so that, where a Property's correct price is less than our stated price, we will charge the lower amount when confirming the holiday letting to you. If a Property's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before confirming the holiday letting, or reject your order and notify you of such rejection.
- 5.6 We are under no obligation to provide the holiday letting to you at the incorrect (lower) price, even after we have sent you a Letting Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.
- 5.7 Payment must be by credit or debit card via our site (we use PayPal). Most major credit and debit cards are accepted. Unless otherwise provided in the Letting Confirmation, the total amount due from you is payable as follows:
- (a) a deposit amount (the **Deposit**) totalling 25% of the total amount is payable immediately on booking the Property on our site; and
 - (b) the balance totalling 75% of the total amount must be paid by no later than the date falling 8 weeks prior to the commencement of the holiday letting. This date will be set out in Letting Confirmation.

6. Cancellation

- 6.1 Should you need to cancel your holiday letting and the Contract after the Letting Confirmation has been dispatched, you must immediately advise us by e-mail at enquiries@akamas-villas.com. As we incur costs from the time your booking is confirmed and may be unable to

re-book your period of stay, the following cancellation charges will, subject to your rights under clause 4 above, be payable and reflect the genuine pre-estimate of the loss we are likely to suffer:

- (a) if you cancel more than 8 weeks before the date of commencement of your holiday letting you will lose the Deposit; or
- (b) if you cancel less than 8 weeks before the date of commencement of your holiday letting you will lose the Deposit and will be invoiced 25% of the total amount set out in the Letting Confirmation; or
- (c) if you cancel less than six weeks before the date of commencement of your holiday letting you will lose the Deposit and will be invoiced 50% of the total amount set out in the Letting Confirmation; or
- (d) if you cancel less than four weeks before the date of commencement of your holiday letting you will lose the Deposit and will be invoiced for the full remaining balance, being the other 75% of the total amount set out in the Letting Confirmation.

6.2 Please note that depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of any insurance policy you may have. Claims should be made directly to the insurance company concerned.

7. Arrivals

You will be able to check in to the Property from 4pm on the day of arrival. On the day of departure, you need to vacate the Property by 12pm. If required, we can arrange for an airport transfer to and from Paphos International Airport at no additional cost.

8. Protection of the Property and use

8.1 You must not make any alterations or additions to the Property you are holiday letting or its decorations or the furniture, fittings and effects, especially those listed in the inventory (the **Contents**) that we will send to you by e-mail or deliver to you on your arrival at the Property. Our representative will go through the Contents with you on arrival and you will be asked to sign an Inventory.

8.2 You must keep the Contents in their present state of repair and condition and replace with similar articles of at least the equivalent value any articles that are found to be missing, destroyed or damaged, reasonable wear and tear and damage by accidental fire excepted. You must not move any items of furniture from room to room in the Property and must replace in its original position any furniture that you do move.

8.3 You must use the Property for the purpose of a private holiday residence for the maximum number of people specified for the Property on our site and not for any other purpose whatsoever.

- 8.4 You must not do anything in connection with the Property that may be a nuisance, annoyance or cause of damage to the Landlord or to any neighbouring or adjoining property or its owners or occupiers, or allow anyone else to do so. Furthermore, you must not use the Property for illegal or immoral purposes, or allow anyone else to do so.
- 8.5 You must not block the sinks, baths, lavatories, cisterns or pipes in the Property with rags, dirt, rubbish, refuse or other substances and must not cause any obstruction or blockage in them or damage them in any other way. Please note particularly that you cannot flush toilet paper down the lavatories in Cyprus.
- 8.6 You must permit the Landlord to enter the Property at all reasonable times with all necessary workmen upon giving 24 hours notice (except in the case of an emergency) to inspect the Property and the Contents and to carry out any repairs that may be necessary.
- 8.7 On arrival at the Property you will find a welcome handbook containing details about us and, where appropriate, the Landlord and the Property. You must read this handbook and comply with all reasonable instructions contained in it, particularly regarding health and safety issues which may apply especially to young children.

9. Passports, visas and health requirements

- 9.1 It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. You must pay all costs incurred in obtaining such documentation.
- 9.2 If you or any member of your party has any medical problem or disability that may affect your stay, please tell e-mail at enquiries@akamas-villas.com before booking so that we can advise as to the suitability of the chosen arrangements. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline to accept your booking. Please note that we may subsequently cancel your booking if full details are not given at the time of booking.

10. Akamas Loyalties Card

You may be able to benefit from the Akamas Loyalties Card when booking a Property through our site. Our loyalties card provides special terms, discounts and privileges at specially selected local providers who are affiliated with us, from restaurants to spa treatments. Although affiliated with us and carefully selected, we cannot give any undertaking that the products you purchase from these third party affiliates will be of satisfactory quality and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your rights against the third party affiliates directly.

11. Refunds policy

11.1 If you are entitled to a refund:

- (a) because you have cancelled the Contract within the seven-day cooling-off period (see clause 4.1 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the Deposit in full; or
- (b) for any other reason (for instance, because we are unable to accept your booking in accordance with clause 3.1), we will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund. All payments made by you will be refunded in full.

11.2 We will usually refund any money received from you using the same method originally used by you to pay.

12. Liability

12.1 The Landlord warrants to you that the Property you are holiday letting will be provided with all reasonable skill and care.

12.2 Any liability for losses you suffer as a result of the Landlord breaking this agreement is strictly limited to an amount equal to twice the price you have paid in total for the holiday letting of the Property together with any losses which are a foreseeable consequence of the Landlord breaking the agreement. Losses are foreseeable where they could be contemplated by you and the Landlord at the time your order is accepted by us.

12.3 Please note that the above does not include loss or damage to luggage or personal possession (including money) as you are assumed to have taken out adequate travel insurance at the time of booking.

12.4 The above does not include or limit in any way liability:

- (a) for death or personal injury caused by the Landlord's negligence;
- (b) under section 2(3) of the Consumer Protection Act 1987;
- (c) for fraud or fraudulent misrepresentation; or
- (d) for any matter for which it would be illegal for the Landlord to exclude, or attempt to exclude, our liability.

12.5 The Landlord will not be responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and the Landlord, including but not limited to:

- (a) loss of income or revenue;

- (b) loss of business;
- (c) loss of profits or contracts;
- (d) loss of anticipated savings;
- (e) loss of data;
- (f) loss of data; or
- (g) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise,

provided that this clause 12.5 will not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 12.1 or clause 12.2 or any other claims for direct financial loss that are not excluded by any of categories (a) to (g) inclusive of this clause 12.5.

12.6 The promises made to you about the Property, and the laws and regulations of the country in which your claim or complaint occurred, will be used as the basis for deciding whether the Property in question had been properly provided. If the particular Property complied with local laws and regulations applicable at the time, the Property will be treated as having been properly provided. This will be the case even if the Property did not comply with the laws and regulations of the United Kingdom (or your country of origin), which would have applied had that Property been provided in the United Kingdom (or your country of origin).

12.7 As we have previously stated in clauses 1.3 and 10 above, we cannot give any undertaking or warranty that a Property you holiday let from a Landlord through our site will be provided with all reasonable skill and care or that any product you buy from an affiliate will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. Your rights are against the Landlord or the relevant affiliate concerned (unless you can show that the liability falls under clause 12.4 and it was us, rather than the Landlord or the affiliate, who were responsible).

13. **Written communications**

Applicable laws require that some of the information or communications we or the Landlord send to you should be in writing. When using our site, you accept that communication will be mainly electronic. We or the Landlord will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we or the Landlord provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

14. **Notices**

All notices given by you must be given to enquiries@akamas-villas.com. We or the Landlord may give notice to you at either the e-mail or postal address you provide to us when placing the booking, or in any of the ways specified in clause 13 above. Notice will be deemed

received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

15. Transfer of rights and obligations

- 15.1 The contract between you and the Landlord is binding on you and the Landlord and on its respective successors and assigns.
- 15.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without the prior written consent of the Landlord. Particularly, you must not assign, underlet, part with or share possession of the Property or any part of it.
- 15.3 The Landlord may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of its rights or obligations arising under it, at any time during the term of the Contract.

16. Events outside of a party's control

- 16.1 We nor the Landlord will be liable or responsible for any failure to perform, or delay in performance of, any of the obligations under a Contract that is caused by events outside of our or the Landlord's reasonable control (**Force Majeure Event**).
- 16.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- (a) strikes, lock-outs or other industrial action;
 - (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - (e) impossibility of the use of public or private telecommunications networks; and
 - (f) the acts, decrees, legislation, regulations or restrictions of any government.

17. Waiver

- 17.1 If we or the Landlord fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if the Landlord fails to exercise any of the rights or remedies to which the

Landlord is entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

- 17.2 A waiver by the Landlord of any default will not constitute a waiver of any subsequent default.
- 17.3 No waiver of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to in writing.

18. Severability

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

19. Entire agreement

- 19.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us, the Landlord and you in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement, whether oral or in writing.
- 19.2 We each acknowledge that, in entering into a Contract, none of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations prior to such Contract except as expressly stated in these terms and conditions.
- 19.3 No party will have any remedy in respect of any untrue statement made by a party, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and a party's only remedy will be for breach of contract as provided in these terms and conditions.

20. Our right to vary these terms and conditions

- 20.1 We have the right to revise and amend these terms and conditions from time to time.
- 20.2 You will be subject to the policies and terms and conditions in force at the time that you book a Property from our site, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to bookings previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Letting Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Letting Confirmation).

21. Law and jurisdiction

Contracts for holiday lettings of Properties through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.