

Vacanceselect Booking Conditions

These Booking Conditions, together with our *Privacy Policy* and where your single service booking is booked via our Website Terms of Use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with by Vacanceselect International AG with company number 20202/2011 CH-660-3442011-8 and registered address Rue du Tir-au-Canon 4, CH-1227 Geneva (“we” “us” “our” “**Vacanceselect AG**”). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to “**you**” and “**your**” include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

1. he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
2. he/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
3. he/she is over 18 years of age and resident in Ireland and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services; and
4. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

Where you have shown interest for services other than accommodation (“additional services”) at your destination, bookings for such additional services will be subject to separate terms and conditions and your booking will be with the independent third-party service provider of such additional service(s). For avoidance of doubt, enquiries for, and such bookings will not be with Vacanceselect AG. You will be required to formally book and pay for such additional services at your destination with the relevant supplier/principal.

1. Booking & Paying For Your Arrangements

An accommodation booking is made with us when:

- a. you complete our online booking form; and
- b. you pay us a deposit of £99.00 (or if you are booking within six weeks of arrival, full payment is due at the time of booking);
- c. unless agreed otherwise, you make payment of a Security Deposit (see clause 3); and
- d. we issue you with a Confirmation Invoice.

Our bookings are for a maximum number of people and we will notify you of the maximum capacity for your accommodation before you place a booking and we will also state this information in your booking confirmation and bookings for larger groups than the maximum number stated are not possible. The first named person on a booking must be at least 18 years of age. If we discover that the first named person on your booking is under the age of 18 years old, will be entitled to treat your booking as cancelled by you and charge the cancellation fees set out under clause 12 for the unauthorized booking.

Payments can be made using bank transfer or debit or credit card. Where requested and we have confirmed the option is available to you, card payments may also be made over the phone.

We reserve the right to return your deposit and decline to issue a Confirmation Invoice at our absolute discretion. **A binding contract will come into existence between you and us as soon as we have issued a Confirmation Invoice to the first named person on a booking. We usually issue such confirmations within 5 days of receiving your online booking form.**

Upon receipt, if you believe that any details on your Confirmation Invoice or any other document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out.

The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 6 weeks prior to scheduled arrival. Where you have agreed to do so, in writing, we may charge your card automatically for the final balance. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case we shall retain your deposit.

2. Disabilities and Medical Conditions

We are not a specialist disabled holiday company but we will do our utmost to cater for any special requirements you may have. If you or any other person detailed on the booking has any medical problem or disability which may affect your booking, please provide us with full details in writing before your booking so that we can try to advise you as to the suitability of your travel services. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you do not provide us with full details before booking, we may cancel it and impose applicable cancellation charges when we become aware of these details.

3. Security Deposit

The accommodation that we offer may require a refundable Security Deposit that is payable by you as a deposit towards any damage that may be caused to the accommodation (or its facilities) due to the conduct of you, any member of your party or any other person authorised to enter the accommodation by you / a member of your party. You acknowledge and agree that you are required to provide the Security Deposit as part of the check-in process. The amount of the Security Deposit is decided based on the accommodation description and the details on your booking confirmation.

Deductions for unacceptable state: If you leave the accommodation in an unreasonable state, which requires additional cleaning services over and above what is generally required at the conclusion of a stay at the accommodation, we reserve the right to make a deduction from the Security Deposit equal to the additional cleaning costs we incur. We usually charge €70 for additional cleaning costs.

Deductions for damage: We will undertake a thorough check of the accommodation after your departure and prior to our next guests checking-in. If you or any member of your party cause damage to the accommodation or anything within the accommodation, we will advise you as soon as possible of any damage discovered and we reserve the right to make a deduction from the Security Deposit equal to the total costs of repair that we incur.

We understand that accidents happen and we will not make any claims for damage or breakages we consider to be minor. We will always be reasonable in determining whether to make a deduction to the Security Deposit and we/they will not make a deduction prior to giving you reasonable time to respond, in the event of a dispute we will retain your card details until a resolution is reached.

Returning the Security Deposit: After your departure from the accommodation we will let you know of any deductions we propose to make from your Security Deposit in a confirmation letter. We will refund the remaining Security Deposit to the card used to made payment.

4. Accuracy

We endeavor to ensure that all the information, translations and prices both on our website and in any advertising material that we publish are accurate, however, occasionally changes and errors occur and we reserve the right to correct prices, star ratings and other details in such circumstances. You must check the current price and all other details relating to the travel arrangements that you wish to book

before you make your booking. **If you make a booking of travel arrangements that are obviously priced incorrectly, we will not be bound to honour that booking. Instead, upon discovering the error we will offer you the choice of paying the correct price for your chosen arrangements and proceeding with your booking or instead receiving a full refund of all monies paid.**

5. Insurance

We consider personal travel insurance to be essential for overseas bookings. Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses (including those conditions not covered under a GHIC card or EHIC card (if you have either) and repatriation in the event of accident or illness. Your insurance policy must cover you for situations including but not limited to, where you have been diagnosed with COVID-19 before your departure, where you have been in contact with someone that has been diagnosed with COVID-19 and are required to self-isolate or where you are otherwise required to self-isolate as a result of COVID-19, or where you live in a place that has imposed lockdown or you are travelling to a place that has imposed lockdown. It must also cover you for COVID-19 related circumstances whilst you are abroad, for example, where you have been diagnosed or have been in contact with someone who has been diagnosed with COVID-19 and require repatriation, emergency medical expenses and additional costs of accommodation and/or transport if you need to self-isolate and extend your stay. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

6. Events Beyond Our Control

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by *Events Beyond Our Control*. For the purpose of these Booking Conditions, this means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination, global epidemics or pandemics (including, but not limited to the ongoing effects of Covid-19 or any new strain of the coronavirus), or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including any port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport, traffic congestion/restrictions and all similar events out of our or the supplier(s) concerned's control.

'Up to date travel advice for customers based in Ireland can be obtained from the Department of Foreign Affairs, visit <https://www.dfa.ie/travel/travel-advice/>.'

Non Irish passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling.

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

7. Your Behavior

All our guests are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. Each accommodation owner may operate policies, rules or regulations which are available onsite for customers. If in our opinion or in the opinion of any accommodation manager or host, representative or any other person in authority, your behavior or that of any member of your party is in breach of such policies, rules and or regulations and/or is causing or is likely to cause

distress, danger or annoyance to any other guests or any third party, or damage to accommodation, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the accommodation manager or representative or other supplier prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behavior of other guests or individuals who have no connection with your booking arrangements or with us.

Please note: we will monitor and implement any additional Covid-19 guidance or laws issued by local or national government in relation to the safe and effective delivery of services. We reserve the right to remove you from the accommodation should you not adhere to such guidance.

Smoking: You will understand that as some of our accommodation is made from wood or similar materials, we operate a strict no smoking policy in and around all of our resort and accommodation. You must not smoke in these areas. Due to the danger of fire, where you are found in breach of this no smoking policy, your actions will be considered “dangerous” and dealt with in accordance with the first paragraph of this clause.

8. Use of the accommodation

The accommodation may only be used for holiday purposes during the period specified in the booking confirmation, and must be occupied by the number of people specified in the booking confirmation.

If other people in addition to those specified in the booking confirmation are discovered staying at the accommodation, Vacanceselect AG is entitled to require additional reasonable remuneration for their period of stay. Vacanceselect AG and the accommodation owner may also evict surplus people from the accommodation especially if there is overcrowding and it shall not be liable to pay damages or compensation to such persons or the parties to the original booking.

Arrival and departure times are specified in your booking confirmation. No refund or partial refund of the accommodation price will be due as a result of early departure or late arrival. You must notify us of any delay in arrival. In the event that you fail to check-in within 48hrs of your intended arrival date and you fail to inform us of your late arrival, we will classify your reservation as a “no show” and your accommodation will be made available for reservation by other guests. The accommodation must be handed over in a reasonably clean state (to be determined by the accommodation manager) by the check-out time on the day of departure specified in the booking confirmation invoice.

9. Excursions and extras

Excursions and other extras or other tours that you may choose to book or pay for whilst you are staying at the accommodation are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. Although we may recommend certain suppliers to you, we are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

10. Cutting Your Arrangements Short

If you are forced to return home early, we cannot refund the cost of any arrangements you have not used. If you cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will

not offer you any refund for that part of your holiday not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

11. Department of Foreign Affairs Travel Advice

You are responsible for making yourself aware of the Department of Foreign Affairs travel advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Department of Foreign to avoid or leave a particular country may constitute *Events Beyond Our Control* (see clause 6).

12. If You Transfer, Change or Cancel Your Booking

Transfers: If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the arrangements;
- b. we are notified not less than 28 days before arrival;
- c. you pay any outstanding balance payment and an amendment fee (our amendment fees range from €25 -€40 per person transferring and we will provide you with further information at the time of booking), as well as any additional fees, charges or other costs arising from the transfer including all costs and charges incurred by us and/or incurred or imposed by any of our suppliers; and
- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in this clause 12 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for customers not travelling or for unused services. Changes: If you wish to change any part of your booking after our booking confirmation has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of £30 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the arrival date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you.

Note: Certain single service arrangements may not be changeable after confirmation and any alteration may result in a cancellation charge of 100%.

Cancellations: If you, or any member of your party, decides to cancel your booking after it has been confirmed, the first named person on the booking must email us at customerservices@vacanceselect.com Your notice of cancellation will only take effect when it is received in writing by us and will be effective from the date on which we receive it. Email is an acceptable method of notice in writing, however we would recommend the use of 'read receipts' where possible. Where you choose to correspond with us by email, you accept that our responses and all future correspondence shall also be by email.

Should one or more member of a party cancel, it may increase the 'per person' holiday price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows (the cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling excluding amendment charges which are not refundable in the event of the person(s) to whom they apply cancelling):

Period before arrival date within which notification is received	Cancellation Charge
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by us

84 days or more before the start of your stay	€99
Between 28 and 83 days before the start of the your stay	50% of the cost of the booking
Between 14 days to 27 days day before the start of the stay	70% of the cost of the booking
Between 8 days to the 13 days before the start of the stay	90% of the cost of the booking
7 days or less before the start of your stay	100% of the cost of the booking

Please note that amendment charges are not refundable in any circumstances.

Certain arrangements may not be amended or transferred after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% for that part of the arrangements in addition to the charges above.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from your insurance provider. Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

13. If We Change or Cancel Your Booking

We may in certain circumstances be required to cancel your booking prior to your arrival in which case a full refund of all monies paid will be made to you. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation.

Very rarely, we may be forced by *Events Beyond Our Control* (see clause 6) to change or cancel your travel service(s) in which case we will offer you alternative arrangements or a postponement of your booking. We are unable to offer you compensation or meet any costs or expenses you incur as a result. You must notify us whether you would like us to provide you with alternative accommodation within the deadline notified to you. If you fail to do so we will assume that you have chosen to accept the alternative arrangements or a postponement.

14. Refunds

No refund will be made for any unused travel, accommodation or meals. Representatives of Vacanceselect AG and their employees and intermediaries are not authorised to promise such refunds other than those covered under Vacanceslect AG's cancellation policy in clause 12.

15. Complaints

We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, please inform the relevant supplier (e.g. the Vacanceselect AG representative) immediately who will endeavor to put things right.

If your complaint is not resolved locally, please contact a senior member of the Vacanceselect AG staff in the resort. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our head office within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect our and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

16. Our Responsibilities For Your Booking

- (1) Subject to the remainder of this clause, we have a duty to either select the suppliers of the services making up your booking with us with reasonable skill and care (where we use the services of third party suppliers to provide your booking) or to provide the services you have booked with reasonable skill and care (where we are performing those services). We have no liability to you except in cases where it is proved that we have breached that duty and damage to you has been caused.
- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
 - a. the act(s) and/or omission(s) of the person(s) affected; or
 - b. the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
 - c. unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
 - d. an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.
- (3) We limit the amount of compensation we may have to pay you if we are found liable under this clause:
 - a. loss of and/or damage to any luggage or personal possessions and money: the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
 - b. Claims not falling under (a) above and which don't involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims is twice the price paid by you in total. This maximum will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.
- (4) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you: or (b) relate to any business.
- (7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our marketing materials or website. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

17. Law and Jurisdiction

These Booking Conditions are governed by Irish law and we both agree that the courts of Ireland have

exclusive jurisdiction over any dispute, claim or other matter which may arise between us (.

18. Other important terms

- 20.1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these Booking Conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Agency Terms and Conditions.
- 20.2. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these Booking Conditions to another person if we agree to this in writing but we may charge an amendment fee (see clause 12).
- 20.3. **Nobody else other than the parties stated in these Booking Conditions has any rights under these Booking Conditions (except someone we agree you can transfer your rights to).** These Booking Conditions are binding between you and us. No other person shall have any rights to enforce any of their terms, except as allowed under clause 20.2.
- 20.4. **If a court finds part of these Booking Conditions illegal, the rest will continue in force.** Each of the paragraphs of these Booking Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 20.5. **Even if we delay in enforcing our right(s) under these Booking Conditions, we can still enforce it/them later.** If we do not insist immediately that you do anything you are required to do under these Agency Terms and Conditions, or if we delay in taking steps against you in respect of your breaching the terms of these Agency Terms and Conditions, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide our services, we can still require you to make the payment at a later date.

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