

Interhome Booking Conditions

1. Contract

Please read these booking conditions carefully as they, together with the specific information about your confirmed accommodation, form the basis of your contract with the accommodation provider for whom Interhome is acting as agent.

2. Prices

We reserve the right to alter any of our advertised prices. You will be advised of the current price of the accommodation that you wish to book before your contract is confirmed.

3. Making a booking and payment

When you have chosen your accommodation and booked it, you must pay a deposit of 30% or the full cost of the booking if you are booking within 6 weeks of your arrival date. Your booking is confirmed and a contract between you and the accommodation provider exists when we issue confirmation email or invoice. Please check this carefully and report any incorrect information to us immediately as there will be a fee for later alterations or cancellations. The balance of the cost of your accommodation is due at least 6 weeks before departure. If it is not received in time we will cancel your booking and charge cancellation fees in accordance with these booking conditions. Payments by credit card will attract a charge of £5 per transaction. The cost of your accommodation does not include any extra chargeable services which you may use whilst at the accommodation.

4. Your responsibility for your booking

When you make a booking you guarantee you have the authority to accept, and do accept on behalf of your party, the terms of these booking conditions. You are responsible for making all payments due, notifying us if any changes or cancellations are required and for receiving the confirmation and keeping your party informed.

5. Insurance

It is your responsibility to ensure that you are adequately insured. We strongly recommend you take out insurance to cover against cancellation charges and assistance (including repatriation) in the event of accident or illness plus cover for accidental damage to the owners' property. We can offer you a unique cancellation guarantee at 3% of the rental cost which will cover you against the cancellation charges only should you have to cancel due to illness or death and can provide a medical or death certificate to support your claim.

6. If you want to change your booking

After the confirmation has been issued, any requests for changes must be sent to us in writing, by email, fax or post, by the person that made the booking. We cannot guarantee we will be able to accommodate your request but we will try to do so. You will be liable for an administration fee of £20 plus any cancellation or upgrade charges which may be applicable.

7. If you want to cancel your booking

The person that made the booking must put this in writing to us by email, fax or post. Because we incur costs in cancelling confirmed bookings, particularly if cancellations occur close to arrival date, you will be charged the following cancellation fee:

Cancellations received more than 43 days before arrival date = 10% of the rental, 42 – 29 days before arrival = 50% of the rental, 28 – 2 days before arrival = 80% and one day before, arrival date or after = 100% of the rental. The booking fee and cancellation guarantee are non-refundable. Note: If the reason for your cancellation is covered under the terms of your insurance policy or our cancellation guarantee, you may be able to reclaim these charges.

8. If we change or cancel your booking

We reserve the right to change or cancel your booking. Subject to the note below, if we make a change and you don't want to accept it, you can take any alternative accommodation we are able to offer you (you will pay the increase in cost if the replacement is advertised at a higher price than your original booking, or receive a refund of the difference if it is less expensive) or a refund of the money you've paid to us. This does not apply where the change is not material eg, but not limited to, temporary withdrawal of facilities or seasonable unavailability of amenities. Subject to the note below, if we have to cancel, again we may be able to offer you an alternative. If you accept it, you would pay the difference if it was advertised at a higher price than your original accommodation or receive a refund of the difference if it was advertised at a lower price. Or we will refund the monies you have paid us for your accommodation. We will not be responsible to pay any compensation following a change or a cancellation by us. Any amendment or cancellation fees you incur in terms of other arrangements you have made with other providers under separate contracts are not claimable from us. Note: If a change or cancellation occurs because of circumstances beyond our control, for example war riot, industrial dispute, actual or threatened terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, flood, epidemic or pandemic illness and all similar situations we will have no liability to you. No compensation, costs, expenses or any other sums, including the cost of securing alternative accommodation will be paid by us.

9. Our responsibility for your booking

We act as an agent for Interhome AG who act as agent for the property owner. Interhome AG have a duty to select the accommodation providers with reasonable skill and care. We have no liability to you for the actual provision of the accommodation, except in cases where it is proved that we have breached that duty and damage to you has been caused. We also have no liability in the following situations:

(a) where the accommodation cannot be provided as booked due to circumstances beyond our control (see clause 8)

(b) where you incur any loss or damage that could not have been foreseen at the time of your booking, based on the information provided by you.

(c) where you incur any loss or damage that relates to any business activity

(d) where any loss or damage relates to any services which do not form part of our contract with you.

10. Behaviour

When you book accommodation through us, you accept responsibility for the proper conduct of all members of your party during your stay. We reserve the right at any time to terminate the stay of any party member(s) whose behaviour is such, in the reasonable opinion of the accommodation provider, local keyholder or agent as to cause or to be likely to cause danger or distress to anyone else or damage to property. No refund will be given. Furthermore, we shall be under no obligation whatsoever to pay compensation or meet any costs or expenses you may incur as a result of your stay being terminated. If you cause any damage to the accommodation, you must fully reimburse the accommodation provider for the cost of the damage. You must also indemnify us for the full amount of any claim (including legal costs) made against us by the accommodation provider or any third party as a result.

11. Check-in and Check-out

Check-in is normally between 4 - 7 pm and check-out is before 10 am. We will provide you with the name and address of the local keyholder or agent and directions to the keyholder address which is normally close to the accommodation but can be in the next resort. If you cannot arrive to collect the key to your holiday accommodation between these times, you must advise the local keyholder or agent in advance. We cannot guarantee that keys will be available at unsocial hours and you may have to wait until the following day.

12. Your Holiday accommodation

The accommodation is privately owned and we act as agents. We would draw your attention to the following points to help you check you have reserved suitable accommodation for your requirements. Each property is furnished and equipped by the owner to local standards for their own use. Most are extremely comfortable, some are luxurious, others are basic. We have inspected and graded the properties with from 1 – 5 stars with 1 being the most simple and 5 the most luxurious. Holiday homes in the rest of Europe are not normally equipped with kettles and teapots. Some properties do not have ovens and we therefore mention this facility when there is one. If oven is not mentioned then there will only be hot plates. All homes have a fridge. Where we say double bedroom this room will have 2 separate beds pushed together or 2 single mattresses on a double base. Where we state room with double bed

this will contain a double bed for 2 people. Many homes have sofa beds (sometimes described as double divan) or pull out beds in the living room. We state the maximum allowed into each property but you may wish to under-occupy to have more space and avoid using the living room for sleeping. If a home has extra things like TV, air conditioning, dishwasher etc. these will be mentioned in the description. If they are not mentioned, the property does not have them.

13. Complaints

If you have a problem during your stay, you must advise the local accommodation provider, keyholder or office immediately, who will endeavour to put things right. You should also try to find a solution whilst you're there. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department 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. 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. Any dispute or claim arising out of this contract that can't be settled between us can be referred to ABTA arbitration or court. We agree that the courts of England and Wales have jurisdiction and English law applies.

14. Financial protection

The monies you pay to us for your accommodation are protected by means of a bond held by ABTA. This means that, in the unlikely event of our insolvency your accommodation can't be provided, you will receive your money back or, if your stay has started, arrangements will be made for you to continue as planned.

15. ABTA

Interhome is a member of Abta (V4903). 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 the contract. Further information can be found at <http://www.abta.com/heretohelp.shtml> The scheme is arranged by Abta and administered independently by part of the Chartered Institute of Arbitrators. The scheme does not apply to claims for an amount greater than £5,000 per person or £25,000 per booking. Neither does it apply to claims solely in respect of physical injury or illness. Application and Statement of Claim must be received by IDRS within 9 months of the date of your return from holiday.