

### **Booking Conditions of the Principal:**

The “Principal” is the owner or operator of the accommodation you have chosen to book with and this document constitutes the booking conditions (Booking Conditions) which forms part of the contract you have with the Principal. Your booking is also subject to the terms and conditions of **On Pro Travel Solutions SA** (who we, the Principal, have appointed as our non-exclusive booking agent) and loveholidays (who are our appointed sub-agent). By finalising your booking, you acknowledge that you have read and accepted all the terms and conditions.

### **Your Contract**

The lead passenger making this booking must be at least 18 years old at time of booking and authorised to enter into this contract on behalf of any other passengers.

The booking is only confirmed, and a contract comes into place only when:

- You have made full payment to loveholidays; and
- You have received a booking confirmation from loveholidays which contains our booking reference.

The date of the contract is the date a valid booking confirmation is sent to you via email.

The booking confirmation will state our name and address and through whom your booking has been made. Please check all details and notify loveholidays of any discrepancies within 24 hours.

We, the Principal, reserve the right to cancel your booking if you have not paid your full balance by the date specified by loveholidays. In case of cancellation, we and loveholidays may impose cancellation charges of up to 100% of the booking cost, plus administration fees.

Only those person(s) named on the booking confirmation email can occupy the accommodation. Any amendment to booking details, is prohibited. In this event, we and our agents may impose charges of up to 100% of the booking cost, plus administration fees. Should the accommodation incur any damage as a result of your stay, you and/or your party may be charged for any reimbursement directly via the card used to make the booking.

### **Descriptions**

We, the Principal, take reasonable care and due diligence to ensure all information passed to our agents regarding your accommodation/booking is correct and accurate, however we cannot be held liable for any inaccuracies or omissions as services can change from week-to-week. Sometimes facilities disclosed within the descriptions may not be available for various reasons; especially early and late in the season, or due to other factors such as low-occupancy. We take reasonable endeavours to ensure you are notified of any changes to facilities before arrival, however this is not always possible and we will not be liable to you for any non-notification.

Star ratings can vary from county to country and even within countries. Some countries do not operate an official rating system and therefore the ratings displayed by our agents are only a guide and you should satisfy yourself that the accommodation is suitable for your needs and expectations.

### **Payment**

You, the customer, are responsible for making all payments to the balance required to ensure your booking is delivered and consumed. In the event you fail to make payment via our agents we, the Principal, reserve the right to contact you directly for collection of any outstanding balance. If full

payment is not made as agreed, we reserve the right to cancel your booking and you will remain liable for any cancellation charges.

The rates displayed are for the UK and Irish market only. We, the Principal, reserve the right to amend the rate for your reservation if your booking appears to have originated from outside these markets.

Our agents will have no liability to you for any increase in rate.

### **Changes To Your Booking**

The Principal reserves the right to make changes to your booking at any time. These are generally of a minor nature and will not entitle you to a refund or cancellation without incurring the applicable cancellation charges.

On rare occasions where the Principal will make a substantial change to your booking, such changes could include but are not limited to:

- A change of accommodation (this may be rating, location, board basis and more);
- A change of accommodation for part or all of the duration of the booking;
- The closure of major facilities such as a swimming pool during the duration of the stay;

In the event of a substantial change, the Principal will attempt to notify you, the customer, via our agents as soon as possible. Upon notification you may either:

- Accept the changes;
- Change accommodation; this may require booking an alternative at a higher cost than your original booking. If you chose accommodation at a lower cost than your original booking, we will refund the difference;
- Cancel your accommodation booking and receive a refund of monies received for the accommodation element only;

Subject to any compulsory Law, in all cases of substantial changes the liability of the Principal is limited to offering you, the customer, the above options.

Subject to any compulsory Law, upon a cancellation due to a substantial change, no related expenses shall be reimbursed such as flight or transfer costs for example.

In all cases, our agents shall have no liability to you whatsoever.

### **Complaints**

In order to check-in to the accommodation, you specifically agree that upon arrival or at any time during your stay you are unhappy with the conditions of the accommodation or any related service, you must notify the Principal immediately and give the Principal the chance to rectify any problems incurred. You should request written confirmation of your complaint which will be provided to you.

You should also register your complaint in writing as soon as possible with loveholidays or our local agents.

Subject to any compulsory Law, any problems, complaints or issues which have not been communicated to the Principal (or our agents if appropriate) during the stay will not be acknowledged upon your departure and return.

If you wish to submit a formal complaint upon your return home, please do so via loveholidays within 28 days including the written confirmation of your complaint from the accommodation and any supporting documentation. Without this, the Principal may be unable to investigate your complaint.

If your complaint concerns health and safety issues, the Principal will directly correspond with you, the customer.

Your failure to follow this simple procedure may seriously prejudice the Principal's ability to resolve your complaint and your right to any compensation due may be adversely affected.

### **Cancellations**

If you wish to cancel your booking, then cancellation terms are set out in loveholidays' terms and conditions. Cancellation charges can be up to 100% of the booking cost. By proceeding with this booking, you acknowledge these cancellation conditions.

Subject to any compulsory Law, If the Principal cancels your booking, you will be entitled to a full refund for the accommodation booking cost only.

### **Passports & Visa's and local charges**

All passengers must be in possession of a valid passport and if necessary a visa. It is your responsibility to ensure you meet all requirements for entry to any country and bear any costs associated.

Depending upon the location of your accommodation, you may have to pay a local charge, tax or fee in addition to the cost of your booking. These charges are payable directly to the Principal.

### **Health & safety**

The Principal warrants a health and safety management system is in place and is used

The Principal shall ensure that at all times the accommodation including but not limited to all grounds, facilities, buildings rooms, furniture and equipment comply with all necessary local and national laws, licenses and regulations (including but not limited to fire, food, entry, security and more) associated with running and managing an accommodation for tourists and holiday makers in the country where the accommodation is located.

The Principal is only obliged to meet the requirement of the country in which the accommodation is located; not your home country. Please remember that safety standards vary from country to country and may not be as rigorous as those found in your home country.

We recommend visiting the <http://www.fco.gov.uk> website for further information regards our location and if required please see your doctor before travelling.

### **Data protection**

We, the Principal and the agents shall process the personal details of the passengers in order to fulfil their obligations with you and provide you the service you have booked. By proceeding with this booking, you accept that the agents and the Principal may disclose your personal details in order to fulfil your contract and provide you and your passengers with their contractual services. The Principal warrants that it complies with all data protection requirements and that it maintains adequate security procedures and controls to prevent unintended disclosure of and unauthorised access to your personal data or information.

### **Law & Jurisdiction**

Subject to any compulsory Law, the law and jurisdiction that governs this contract or any other matters shall be the country where the accommodation is located.

18/10/2022