All rates are in euros. To confirm a booking, a 30% deposit is required for all standard rate bookings, with the balance due taken automatically from the card on file no later than 70 days before arrival. If booking a Non-Refundable rate, or your booking is arriving in 70 days or less, the full balance due will be taken on the day of booking. No bookings are confirmed until the payment due is received by prestigebookings.com. Please click here to view or full Terms & Conditions; https://prestigebookings.com/terms-and-conditions

Financial Protection is provided to all clients who pay Prestige Bookings by Credit/Debit Card, check out the details on the following link, http://prestigebookings.com/your-financial-security-protection/.

By completing any reservation, you warrant that you have read and accept our full terms and conditions as outlined at the link below. on behalf of yourself and everyone in your party. https://prestigebookings.com/terms-and-conditions

## **Prestige Bookings Terms and Conditions**

Rental Agreement between You and Prestige Bookings the Following Terms and Conditions together with the general information contained on our website(s) form the basis of your contract. Please read these Terms and Conditions carefully as they set out both parties respective rights and obligations.

In this document,

you, your(s), "Customer(s)" means all persons included in the booking We, us, ours, "Owner(s)" refers to Nichletta Imports Ltd T/A Prestige Bookings registered in Cyprus company number HE 302619 Booking Agent(s) means The Agent you made your booking through "Booking Conditions", "Terms and Conditions", "Rental Agreement", "Agreement" refers to this document

All bookings are made subject to these booking conditions.

# 1. Booking & Payment

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

- 1.1. He/she has read these terms and conditions and has the authority to and does agree to be bound by them.
- 1.2. He/she consents to our use of information in accordance with our Privacy Policy and is authorised on behalf of all persons included 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);
- 1.3. He/she is over 18 years of age and were 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.

1.4. He/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

To make a booking, you must complete the booking confirmation pages on our website. To confirm your reservation, you must pay the appropriate amount due as stated on the booking confirmation pages. Payment can be made using our online payment system, or alternatively you can request that one of our operations team contacts you to make payment over the telephone. We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion. If we are unable to accept your booking or there is any reason why we are unable to process your booking, we shall return your payment within 30 days. A binding agreement will only come into existence between you and us when we issue and dispatch a confirmation to the party leader. Until then we shall be under no liability to you whatsoever. Please note we accept no liability for any item/arrangement not confirmed on our invoice. Upon receipt, if you believe that any details on the 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 immediately.

The balance of the holiday price if using a standard rate will be automatically charged to the card on file no later than 70 days prior to arrival or at the time of booking if within 70 days. 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 the cancellation charges set out in clause 6 below will become payable.

These Booking Conditions and any agreement to which they apply are governed in all respects by Cyprus law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of Cyprus only.

# **Arrivals & Departure**

On arrival you must be prepared to present your confirmation details as well as your passport or identity card to us or to our representatives. Arrival time will be from 16:00 on the day of commencement of the rental and departure time will be no later than 10:00 on the morning of departure. No changing of these arrival or departure times is allowed unless previously agreed with Prestige Bookings, and there may be an extra charge payable in resort for the extra use of the villa. To ensure everything is prepared for your arrival and departure Prestige Bookings require you to email your arrival and departure flight details (including flight numbers) a minimum of 7 days before your arrival date. Failure to do so may result in a delay in accessing the property and Prestige Bookings accept no responsibility nor will offer any compensation whatsoever in the event you fail to send the required details in a timely manner. On arrival you will be met by a Prestige Bookings representative at the agreed meeting point and time and taken to your accommodation. You are required to telephone the number supplied with the arrival instructions when leaving the airport to agree a meeting place and time to meet up. Please note that you should then proceed directly to the meeting place as if you stop off to shop, eat or for any other reason and don't arrive at the agreed meeting place at the agreed time we may have to leave to deal with another arrival resulting in delays whilst you await our return. In these circumstances Prestige Bookings accept no responsibility whatsoever and no compensation will be offered.

# 2. Payment

To confirm your stay, the following rate terms will apply; All Standard Rate Bookings A deposit of 30% of the full payment (or full payment if booking within 70 days of arrival) must be paid at the time of booking. Payment can be made by credit/debit card. Bookings are only confirmed once the payment has been received by us. The remaining balance will be charged to the card on file no later than 70 days before arrival. Prestige Bookings Charge the card originally used to make the booking for the remaining balance no later than 70 days before the arrival. Please note that we will only contact you about this if the card is declined by your bank. If you wish to pay the balance with a different card you must contact Prestige Bookings beforehand and supply the new card number and details.

#### **All Standard Rate Bookings**

This deposit is refundable by way of a Prestige Bookings future credit in the event of your cancellation 70 days or more before arrival. Regretfully if you cancel 69 days or less before arrival the full booking amount (100%) is charged and no credit is offered, you will receive a cancellation invoice to submit to your travel insurance.

The balance of the cost of your stay must be received by us not less than 70 days prior to arrival (or at the time of booking if this date has passed). This date will be shown on the confirmation invoice. If you have not paid in full and on time, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 6 below will be payable.

## All Non-Refundable Rate Bookings

Non-Refundable rates are discount rates you receive for paying the full balance at the time of booking. These rates are not refundable under any circumstances and are also restricted to no date or property changes. We highly recommend that you take out a comprehensive travel insurance policy to cover everyone in your party. Click the following link to check out the comprehensive benefits offered by our partner Europesure and underwritten by Lloyd's of London; https://prestigebookings.com/cyprus-travel-insurance.

Cancellation less than 70 days prior to arrival – no refund possible on total booking fee whichever rate was used for the booking

# 2.1 Accidental damage

# **Security Deposit**

On arrival at the property, you are required to pay a Refundable Security Deposit of €300 to €2000 (depending on the property), which is used to protect against any breakages, loss, damage, unpaid local charges, additional housekeeping, and any other charges. This deposit can only be paid by credit/debit card on arrival at the property. This amount will be released back to the card used for the payment approximately 30 days from arrival, less any damage, losses, unpaid bills etc. Should Prestige Bookings make a claim on this deposit we will notify you within 72 hours of departure by email with all details of the claim and include full details and photographic evidence. In the event of any substantial damage/abuse to a property during your stay, you will have to leave and find alternative accommodation at your own cost. Should the security deposit prove inadequate to fully cover any costs that arise, then we reserve the right to invoice you (either directly or through our

agents) for immediate payment of the difference. Please note that should you bring into the property anybody whatsoever who is not included in the booking, including but not limited to guests, catering company, wedding planner, DJ etc. you are responsible if any damage is caused and the cost of putting right any issues will be deducted from your deposit. This security deposit is charged and repaid only in Euro and if there is any difference in exchange rate from what was charged and what was refunded, Prestige Bookings are not responsible for this and will offer no compensation whatsoever.

Anything damaged, spoilt or broken will be charged to you at the replacement cost. This means the actual costs to buy the item, sourcing the item and installing the item (where applicable) Any items having to be purchased will be replaced 'like for like' to the same quality and standard.

If the villa or its contents are damaged or broken in any way, our lost charges will be deducted from the security deposit and any refund that may be due to you will be paid after repair or replacement is made for the appropriate item. Should the security deposit not cover the cost of repairing all the damage caused and/or replacing any items that are damaged, then we will invoice you for additional funds to make up the difference. You agree to pay our invoice for such additional damage or replacement costs before you leave the property. And when the damage is discovered after you leave, within 14 days of the invoice being sent to you.

#### 3. Your contract

A binding contract between us comes into existence when the deposit or payment is made (see clause 2 above). If you cancel after paying the deposit our normal cancellation charges will apply. This contract and all matters arising out of it are governed by Cyprus law. We both agree that any dispute arising out of or connected with your holiday will be dealt with by the Courts of Cyprus.

# 4. The cost of your stay

We reserve the right to increase or decrease the prices of accommodation at any time. The price of your stay will be confirmed at the time of booking, subject to the correction of errors. We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error. Please note, changes and errors occasionally occur. You must check the price of your stay at the time of booking. Some villas require extra payment on arrival for but not limited to, air-conditioning, pool heating, central heating, jacuzzi etc. etc. All extra payments required are clearly listed on the "Fine Print" tab of your villa on our website www.prestigebookings.com. It is your responsibility to ensure you are aware of any extra charges and Prestige Booking accept no responsibility whatsoever for any failure to make yourself aware of any charges. Any extras due must be paid for on arrival at the villa.

#### 5. Changes by you

Should you wish to make any changes to your confirmed booking, you must notify us by email as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee may be payable together with any costs incurred by ourselves.

## 6. Cancellation by you

Should you need to cancel your stay after the contract has begun (see clause 3 above), the party leader must immediately advise our Booking Agents by advising them in writing (including by email). Your notice of cancellation will only be effective when it is received in writing by Prestige Bookings. As we incur costs from the time your booking is confirmed the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated based on the total cost of the booking excluding amendment charges. Amendment charges are not refundable in the event of cancellation.

Period before start of stay within which written/email notification of cancellation is received by us All Standard Rate Bookings

# **All Standard Rate Bookings**

Cancellation more than 70 days Refund of monies paid as future credit as per rate conditions.

69 days or less before arrival 100% of holiday cost, no credit is offered.

# **All Non-Refundable Rate Bookings**

Discounted non-refundable rate bookings require full payment at the time of booking and are non-refundable under any circumstances.

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 must be made directly to the insurance company concerned. Prestige Bookings highly recommend that you take out a comprehensive travel insurance policy to cover everyone in your party. Click the following link to check out the comprehensive benefits offered by our partner Europesure and underwritten by Lloyd's of London; https://prestigebookings.com/cyprus-travel-insurance.

#### 7. Insurance

It is part of this contract that you take out adequate travel insurance. Please read your policy details carefully. It is your responsibility to ensure that the insurance cover you purchase is adequate for your needs. We highly recommend that you take out a comprehensive travel insurance policy to cover everyone in your party. Click the following link to check out the comprehensive benefits offered by our partner Europesure and underwritten by Lloyd's of London; https://prestigebookings.com/cyprus-travel-insurance

# 8. Changes and cancellation by us

Occasionally, we must make changes to and correct errors on our website descriptions and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

If we must make a significant change to or cancel, you're booking, we will tell you as soon as possible. We will endeavour to offer you an alternative should a significant change or cancellation occur.

We regret we cannot pay any expenses, costs or losses incurred by you because of any change or cancellation Very rarely, we may be forced by "force majeure" (see clause 9) to change or terminate your stay after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds, pay you any compensation or meet any costs or expenses you incur as a result.

## 9. Force Majeure

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 "force majeure". For the purposes of these Booking Conditions, Force majeure 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.,. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, significant risks to human health such as the outbreak of serious disease at the travel destination and all similar events outside our control which make it impossible to travel safely to the travel destination or remain at the travel destination, construction in the area by third parties, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control..

# 10. Our Liability to you

10.1. We promise to provide your accommodation with reasonable skill and care. We do not accept responsibility if any death, personal injury, failure, or deficiency of your accommodation arrangements is not caused by any fault of ours. When we talk about fault above, this means failure by ourselves to use reasonable skill and care in performing or providing the service in question. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim.

We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost, or other sum or claim of any description whatsoever which results from any of the following: –

- (a) the fault of the person(s) affected or any member(s) of their party or
- (b) the fault of a third party not connected with the provision of your accommodation by us which we could not have predicted or avoided or
- (c) an event or circumstance which could not have predicted or avoided even after taking all reasonable care (see clause 9) In addition, we will not be responsible where you do not enjoy your stay or suffer any problems because of a reason you did not tell us about when you booked your stay, or where any problems you suffer did not result from any breach of our contract, or other fault of ourselves or any losses, expenses, costs or other sum you have suffered related to any business.

Please note, we cannot accept responsibility for any services that do not form part of our contract. This includes, for example, any additional services or facilities; any other supplier agrees to provide for you.

- 10.2. The promises we make to you about the accommodation we have agreed to provide or arrange as part of our contract 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 accommodation in question had been properly provided. If the accommodation which gave rise to the claim or complaint complied with local laws and regulations applicable to those accommodation at the time, the accommodation will be treated as having been properly provided. This will be the case even if the accommodation did not comply with the laws and regulations of the UK (or your country of origin) which would have applied had that accommodation been provided in the UK (or your country of origin).
- 10.3. \*We limit the maximum amount we may have to pay you for any and all claims or parts of claims which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such non personal injury claims if we are found liable to you on any basis is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong, and you have not received any benefit at all from your stay.

\*We are not liable for loss of and/or damage to any luggage or personal possessions (including money) whatsoever.

#### 11. Complaints and problems.

In the unlikely event that you have any reason to complain or experience any problems with your stay whilst away, you must immediately inform us. Any verbal notification must be put in writing and given to us within 48 hours. Until we know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly. For all complaints and claims which do not involve death, personal injury, or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

## 12. Behaviour.

You accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct to the owner at the time. If you fail to do so, you will be responsible for meeting any legal costs we incur in full, in recovering full payment from you.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to the property, or in any way damage the reputation and/or goodwill of the Owner, we are entitled, without prior notice, to terminate the occupation of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation. We will have no further

responsibility toward such person(s). No refunds will be made, and we will not pay any expenses or costs incurred as a result of the termination.

## 12.1 NO SMOKING AND NO PETS:

Please respect our policy that NO SMOKING and NO PETS are allowed inside our properties. Additional cleaning fee of €300 applies in the event these rules are broken

# **12.2 VILLA OCCUPENCY/PARTIES:**

No parties are allowed at the villa and the number of guests at a villa can never exceed the number of guests booked for that specific villa, without written consent from Prestige Bookings. In case the number of guests exceeds the number of guests booked for the villa without written consent, or an unauthorised party is held in the property, or there is any disturbance and or complaints due to excessive noise, you will lose the full amount of the Security Deposit. Additionally, should any large gathering of people other than those noted on our invoice take place (e.g. a party or wedding reception) we must be informed about it at the time of booking. If we can accommodate this, you will be charged an extra cost and the refundable security deposit payable on arrival will be doubled. If any disturbance / noise continuous, you can be removed from the villa without any right of a refund or reimbursement for the remainder of your stay and without the obligation for to find any alternative accommodation for you and your guests.

## 12.3 Toilets/Toilet Paper:

Please be advised that in Coral Bay/Peyia you cannot throw any toilet paper or waste in the toilets, and that toilet paper and waste should be thrown in the bins provided next to the toilets. You and your party are responsible for any unblocking charges, damages or breakage of toilets, toilet drains, or toilet pumps caused by throwing toilet paper or other items in the toilet.

Prestige Bookings have the right to enter the premises of the villa and the villa itself at any time to be able to check upon any of the above-mentioned items.

# 13 Special requests and medical problems

If you have any special request, you must advise us at the time of booking and clearly note it in the extra information section of the booking form. \*Although we will endeavour to meet any reasonable requests, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. We regret we cannot accept any conditional bookings, i.e., any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as standard bookings subject to the above provisions on special requests.

If you or any member of your party has any medical problem or disability that may affect your stay, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

# 14. Passports, visas, and health requirements

It is your responsibility to ensure that you are in possession of all necessary travel and health documents (including Passports and Visas (where applicable) before departure. You must pay all costs incurred in obtaining such documentation. You must check passport and visa requirements with the Embassy or Consulate of the country(i.e.) to or through which you are intending to travel.

#### 15. Prices and Website Accuracy

Please note, the information and prices shown on our website may have changed by the time you come to book your stay. Whilst every effort is made to ensure the accuracy of the website and prices at the time of requesting the booking, regrettably errors do occasionally occur. You must therefore ensure you check all details of your stay (including the price) on your booking acceptance. All our rates are in € (Euros), and you will be charged the Euro price indicated for the booking. Some third-party agents display an indicative rate in different currencies, and this is for guidance purposes only, and has no relation to our rates or charges. We will charge the booking in Euros, and any currency conversion will be done by either the bank or card company. Prestige Bookings accept no responsibility whatsoever for conversion rates and will under no circumstances offer compensation for any currency difference.

## 16. Responsibilities and the role of Prestige Bookings

Prestige Bookings is principal of this contract. Prestige Bookings have visited and checked this property. The description appearing on the website has been provided by Prestige Bookings and has been prepared in good faith. Prestige Bookings, therefore, declines all responsibility for any inaccuracy, that is beyond its control. Prestige Bookings provides and is responsible for the booking, payment, and payment facilities (except where you have used a third party/agent for the booking).

# 17. Complaints procedure

In the event of any problems, you must contact us immediately, plus you undertake to do your best to resolve, or minimize the problem to avoid any prejudices that could result. You must immediately get in touch with us by telephone on the day of your arrival, confirming your complaint in writing within 24 hours by fax or by e-mail. You are obliged to give us the time necessary to resolve the problem.

Should there be no written complaint supplied as above specified and you leave the accommodation prematurely and without an explicit authorization by us, you forfeit your rights for a refund of the rental price, unless the terms of this contract have been breached. Complaints received at the end of the stay will not be taken into consideration and no refunds will be given.

Should a complaint be upheld and a refund forthcoming, but the amount of refund cannot be agreed between you and Prestige Bookings an independent arbitrator will decide on the amount of refund if any that is due. "All differences of any nature that may arise in relation to this contract between the contracting parties, shall be referred to arbitration by a single Arbitrator in accordance with the provisions of the Arbitration Law of Cyprus, Cap 4. The Arbitrator will be proposed by the Arbitration Service of the Cyprus Chamber of Commerce and Industry and must be approved by the contracting

parties. In case of disagreement between the contracting parties on the proposed Arbitrator, the Arbitrator will be appointed in accordance with the provisions of the Arbitration Law of Cyprus, Cap 4."

Please note that the property is not an official tourist structure, such as a hotel, residences, etc. but a private dwelling. Being such, there is no standard or categories that are internationally recognized; indeed, it reflects the architecture and furnishings, the local traditions, and the personal taste of the Owner. This is precisely the kind of holiday that we offer: the chance to partake in the culture of the area chosen, living for a few weeks in the same surroundings as an inhabitant would. We cannot however exclude the possibility that these differences can sometimes result in minor inconveniences – due to the special nature of its architecture and of traditions in the area – but which cannot be accepted as complaints.

## 18. Airconditioning Fair Use Policy

In an effort to reduce the environmental footprint, Prestige Bookings have installed an artificially intelligent air conditioning system, which is subject to the following fair use policy. The system operates in the following way. This policy and system apply whether the aircon is offered free or is paid for on arrival.

- 10:00 22:00 If the system detects no presence in a room for a period of 15 minutes in bedrooms (35 minutes in living areas) it will switch off the aircon in that area.
- 00:00-23:59 If the room temp drops below 20C the system will switch off the aircon in that area.
- The system monitors and records all use for which Prestige Bookings have access to at any time.

The following fair use terms apply to all air-conditioning whether offered free or paid for on arrival.

- All air condition units must be switched off when you are absent from the premises or a room.
- Air condition units must not be set lower than 20C in the summer or higher than 25C in the winter (November March). Please note that units are liable to switch off automatically if set outside these parameters.
- Air condition units cannot be used to try and cool an area where they are not installed i.e.,
  including but not limited to using a bedroom to try cool a living area.
- When operating air condition units all doors and windows in that area must be closed.

Where air condition units are persistently used outside of the parameters above, Prestige bookings reserve the right to turn them off permanently with no right to compensation or refund. If the system is interfered with in anyway whatsoever, it will result in the immediate loss of the security deposit and the billing to your card of any additional costs incurred and not covered by the forfeited deposit. When making a booking online you tick a box confirming you have read and accepted these terms & conditions on behalf of yourself and all members of your party.

# 18. Safety & Security equipment

Prestige Bookings have installed a range of equipment in our properties for your safety and security. All equipment installed in each individual property is clearly listed on the property page on our website. The following list of equipment may be installed in the property you are booking and may be upgraded, changed, or added to at any times. Any changes will be updated on the property page of our website.

- Safe for storing any monies, passports, valuables etc.
- Modern state of the art security alarm
- External CCTV camera system.

Please note that Prestige Bookings do have external access to the security alarms and CCTV system. In both cases these are only accessed and or monitored on a need be basis. All the above systems have been installed for your safety and security, and by processing a reservation you confirm you are aware of their existence and use in the property. If you, any member of your party, or anyone on the premises by your permission or invitation, interfere in anyway whatsoever with any of the safety and security systems installed, it will result in the immediate loss of the security deposit, and the billing to your card of any additional costs incurred and not covered by the forfeited deposit. When making a booking online you tick a box confirming you have read and accepted these terms & conditions on behalf of yourself and all members of your party.

# **Cancellation Policy:**

Standard rate as per the rate discription. <u>Balance due will automatically be charged to the card on file a minimum of 70 days before arrival</u>. All Non-Refundable Rates: 100% of value from time of booking, Full Balance will be charged at the time of booking.

\*\*\*We highly recommend that you take out a comprehensive travel insurance policy to cover everyone in your party. Click the following link to check out the comprehensive benefits offered by our partner Europesure and underwritten by Lloyd's of London; https://prestigebookings.com/cyprus-travel-insurance\*\*\*