

## **TERMS AND CONDITIONS**

The following terms and conditions are provided by Happy Tours, known hereafter as ('We', 'Our', 'Us'), who are the principal supplier.

### **1. Your Holiday Contract**

When you make a booking and pay your initial deposit, you are guaranteeing that you have the authority to accept, and are accepting, on behalf of all your party, these terms and conditions. A contract will exist as soon as we issue our confirmation invoice.

If you have any special requests, you must advise us at the time of booking. We will endeavor to pass any reasonable requests onto the relevant supplier, but we regret that we cannot guarantee any requests and failure to meet any special requests will not be a breach of contract on our part.

### **2. If You Have A Complaint**

In the unlikely event that you have a problem, a complaint about the property, facility or services provided whilst you are on holiday, please inform our local resort office or representative immediately who will endeavor to put things right. They are there to help you and may well be able to solve the problem on the spot. Only those complaints made during your stay in the property will be accepted.

In case of technical problems, we will send our technicians, or any other person authorized to fix the problem. Please note that having a helpline for emergencies does not mean that we have a maintenance service 24 hours a day. Those problems considered not to be emergencies will be resolved as soon as possible.

Should the problem be unresolved, and you wish to take the matter further upon your return, detail your complaint in writing to us within 28 days. We will not accept any complaints or any responsibility after this date has passed nor will we consider any complaint that has not been reported to our representative at the resort.

### **3. Our Liability to You**

The descriptions and information of the properties have been written personally by our team who have visited the villas. However, changes may occur without us knowing and we will make every effort to advise you, or your agent, about the changes as soon as we are aware of them.

In some areas, there may be interruptions to water or electricity supplies, and we cannot be held responsible as these are beyond our control.

For services that are external services (ex. flights, insurance, etc.), we are not liable for contractual claims.

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of the holiday provided by 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. 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.

#### **4. Personal Injury Unconnected With Your Booked Arrangements**

If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity, which does not form part of your arrangements with us, we shall at our discretion, offer advice, guidance and assistance.

#### **5. Termination / Indemnity**

You must accept responsibility for the proper conduct of you and all members of your party on holiday.

In cases of serious misconduct, we reserve the right to terminate your holiday (this includes threatening behavior, physical and verbal abuse to our staff). If we do so, we shall have no further responsibility or liability to you or your party.

If you or any member of your party willfully, recklessly, or negligently cause any damage to any accommodation, property or person, you agree to indemnify us against any loss suffered by us (including legal costs), arising from such damage. Failure to pay for serious damage you or your party have inflicted on a property can result in local authorities called to intervene.

#### **6. Insurance**

It is compulsory and a condition of booking that you, and your party, have adequate travel insurance for the duration of your holiday. We do not accept any responsibility if you do not have a full comprehensive insurance cover and still travel on your holiday.

#### **7. Passport, Visa and Immigration Requirements**

Your specific passport and visa requirements, and other immigration requirements are your responsibility, and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa, or immigration requirements.

**8. Building Works**

From time to time, building work and its associated noise is unavoidable in a resort. We do not control such work and we do not always receive advance notice of when it will begin.

We will notify you, or your agent, as soon as possible if we think that building work will affect your holiday.

We also cannot be held responsible for any building works that may commence during your stay. If works are affecting your holiday, please report this to our Resort team immediately. Obviously, this is beyond our control, and the control of our suppliers, but we will make every effort to get the work stopped if possible. If this is not possible, we will offer you other accommodation, of the same or higher standard, subject to availability.

**9. Damages, Breakages or Additional Cleaning**

All breakages must be reported to our local representation immediately and these must be paid for before departure. We reserve the right to claim for any serious damage or breakages not reported and found after your departure.

In addition to the above, all bookings may be subject to a security deposit which is detailed in the villa information section, in respect of any/all extra cleaning required at the property on departure.

**10. Data Protection Statement**

Please be assured that we have measures in place to protect the personal booking information held by us. This information will be passed on to the principal and to the relevant suppliers of your arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. It will not be used or passed on for marketing purposes without your consent to any third parties.

Signed and dated on behalf of the lead passenger.

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