

# COSTA SMERALDA HOLIDAYS BOOKING FORM

Name (Mr Mrs Miss Ms) \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone

Home \_\_\_\_\_

Work \_\_\_\_\_

Email \_\_\_\_\_

## VILLA HOLIDAY

Name of villa/apartment \_\_\_\_\_

Departure date \_\_\_\_\_

Return date \_\_\_\_\_

Telephone: I require use of phone Yes No\*  
(see Terms and Conditions for deposit details)

Maid Service: I require cleaner/cook\* Yes No\*  
(See Terms and Conditions for details)

\*delete as applicable

## HOTEL HOLIDAY

Name of hotel \_\_\_\_\_

Departure date \_\_\_\_\_

Return date \_\_\_\_\_

Full Board/Half Board/Bed and Breakfast\* \_\_\_\_\_

\*delete as applicable

## CAR HIRE

Please book a group \_\_\_ car Yes No\*

## COSTA SMERALDA HOLIDAYS LTD

177b New Kings Road

London SW6 4SW

Tel 020 7493 8303

Fax 020 77315305

Details of party (Please give age if under 17 years). Mr Mrs Miss Ms and initials

1. _____	8. _____
2. _____	9. _____
3. _____	10. _____
4. _____	11. _____
5. _____	12. _____
6. _____	13. _____
7. _____	14. _____

On behalf of all those named above and any new members of our party who may be added in writing to you, I agree to the booking conditions outlined below. I understand the balance is due 8 weeks before departure.

I enclose a cheque for £ \_\_\_\_\_ I have added £ \_\_\_\_\_ to the cheque for insurance premiums for \_\_\_\_\_ adults and \_\_\_\_\_ children under 17 years.

Signed \_\_\_\_\_

Date \_\_\_\_\_

## Booking Conditions

### CONFIRMATION OF PAYMENT

We do not accept your booking until the confirmation document is issued.

### YOUR DEPOSIT

The deposit must be returned with your booking form. If you cancel the booking after we have accepted it, a scale of cancellation charges will apply which are listed in these Conditions.

### YOUR FINAL PAYMENT

This must be sent so that it arrives in our office no later than 8 weeks before departure. This date will be clearly shown on our final invoice and failure to pay the balance by this date may result in the holiday being cancelled and our cancellation charges will then apply. The cancellation charges represent the amounts we have contracted to pay the villa owners and hotels on our website.

### CANCELLATION BY YOU

1. Any cancellation must be notified to us in writing.
2. If you or anyone contained in your booking form has to cancel the holiday more than 8 weeks before departure you forfeit the deposit paid. In the case of villas requiring a higher deposit, if we can re-sell the cancelled holiday only £150 per person of the deposit paid will be forfeit.
3. If you or anyone contained in your booking form cancels the holiday less than 8 weeks before departure, the following scale of cancellation charges apply to the full holiday cost.

<input type="checkbox"/> 36-56 days notice prior to departure	40%
<input type="checkbox"/> 15-35 days notice prior to departure	70%
<input type="checkbox"/> 14 days or less prior to departure	100%
4. If you cancel and we re-sell your holiday or part of it, we will refund all costs recovered except your deposit regardless of when the cancellation is made.
5. You are strongly advised to take out your own or our holiday insurance which will include cover, under certain circumstances, of cancellation charges.

### CANCELLATION OR ALTERATION BY US

1. In very rare circumstances we may have to cancel, alter or amend your holiday. Therefore we reserve the right to withdraw a booking for any reason prior to the date on which the balance is due or at any time in circumstances of war, threat of war, political unrest or other circumstances amounting to force majeure. In the event of withdrawal by us all money paid including deposits will be refunded and there will be no further claim against us. When practicable an alternative offer will always be made which you may accept if you wish.
2. If it is necessary to change your villa or hotel after you have paid the balance, an alternative villa or hotel of at least an equal standard will be offered where possible. You can either accept the alternative or we will refund the total amount you have paid.
3. If you should book flights with us as part of your holiday and there are, for any reason, are changes to airlines or flight times we will inform you immediately they become known.

### VILLA HOLIDAY COMPLAINTS

If you have any cause for complaint please report to our agent on the Costa Smeralda so that they have the opportunity of putting matters to rights. If you feel that your complaint has not been dealt with satisfactorily, please notify us in writing within 28 days of your return.

### HOTEL HOLIDAY COMPLAINTS

The procedure for villa holiday complaints applies except that in the first instance the complaint should be reported to the hotel manager and not our agent.

## GENERAL CONDITIONS

We undertake to exercise all due diligence to ensure that the holiday booked by you is provided in accordance with the contract between us. In addition we accept further liability as set out in the following paragraphs (please note clauses 1, 2 and 3 do not apply to accommodation only bookings).

1. We accept responsibility for ensuring that the holiday you book with us is supplied as described in this brochure and that the services offered reach a reasonable standard. We accept responsibility for the acts and/or omissions of our employees, suppliers and sub-contractors (providing they were at the time carrying out work authorised by us) except where death, personal injury or illness results - dealt with below. Our maximum liability (except for death or personal injury) is limited to twice the price paid by the person(s) affected in total.
2. Subject to these booking conditions we accept responsibility should you or any member of your party suffer death, personal injury or illness as a result of any failure to perform or improper performance of any part of our contract with you by any of our employees, suppliers or sub-contractors (providing they were at the time carrying out work authorised by us except where the failure to perform or improper performance was due to your own acts and/or omissions or those of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or an event which either ourselves or the supplier of the service(s) in question could not have foreseen or avoided even with all due care.
3. It is a condition of the acceptance of liability set out in clauses 1 and 2 above that you notify us of any claim. When any payment is made to you or a member of your party that person must assign to ourselves or our insurers any rights they have to pursue any third party.
4. In all cases our liabilities in respect of air carriers or providers of accommodation or transport will be limited in the manner provided by the relevant international convention.
5. We regret we cannot accept liability where the performance of our contractual obligations is prevented or affected by reason of circumstances amounting to force majeure.

Please note that if your holiday arrangements with our company include travel by air, the contract between us is not an agreement for carriage by air but involves only an undertaking by us to reserve on your behalf accommodation on the aircraft. Airlines and car hire companies have their own contract terms, which will apply as between you and the company concerned. These terms, copies of which are available for inspection may incorporate the provisions of certain international conventions which limit legal liability.

In respect of accommodation we accept no liability for failure of any local public supply over which we have no control nor of the unavoidable or unforeseen failure of any mechanical equipment in a villa or its grounds but we shall use our best endeavours to arrange immediate repairs.