

## VILLASDIRECT.COM – CUSTOMER TERMS

### 1. WHAT THESE TERMS COVER

#### 1.1 These Customer Terms are the terms and conditions which govern:

- (a) your use of the website at [www.villasdirect.com](http://www.villasdirect.com) and of the Show Me application through which you may be given access by your travel agent to view details of rental properties that are being marketed via the website (**the Site**);
- (b) our role in arranging any property rental booking that you make directly via the site or that has been made on your behalf via the Site (**Booking**) and the other Services described in these Customer Terms;
- (c) what to do if there is a problem with your Booking or you wish to change or amend it; and
- (d) other important information.

1.2 The details of each Booking shall be set out in the relevant property voucher and booking confirmation provided to you by us or your travel agent when the Booking was made (Property Voucher).

1.3 Each Booking shall constitute a contract directly between the person specified in the Property Voucher as being the customer renting the property (**you**) and the property management company who is responsible for managing the rental of the relevant property, on behalf of the property owner (**Property Manager**). Except to the extent expressly stated in these Customer Terms, we act only as the Property Manager's agent in respect of any Bookings and we accept no liability for the acts or omissions of any Property Manager in relation to your Booking or for any acts or omissions of any travel agent who has made any Booking on your behalf (**Travel Agent**).

1.4 Your Booking is subject to the specific booking conditions of the Property Manager that are attached to the Property Voucher (**Property Manager Terms**). We will facilitate the formation of the Booking (as an agent for the Property Manager) by providing access to the Site in accordance with these Customer Terms (**the Services**). In the event of any conflict between the provisions of these Customer Terms and the provisions of the Property Manager Terms, the Customer Terms shall take priority.

**1.5 You are particularly referred to clause 9 of these Customer Terms which limits and/or excludes our liability to you. Please also note that the Property Manager Terms may also limit and/or exclude the Property Manager's liability to you in relation to a Booking.**

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

**2.1 Who we are.** We are Villasdirect Limited, a company registered in England and Wales trading as [Villasdirect.com](http://Villasdirect.com) with company registration number 07929131 and registered office at 71-75 Shelton Street, Covent Garden, London, England, WC2H 9JQ (**we/us/our**). Our registered VAT number is GB 135 8122 26.

**2.2 How to contact us.** You can contact us by telephoning our customer service team or by writing to us at the correspondence address above. If you have any questions or complaints about a Booking please contact us and we will do our best to assist you, where appropriate by directing you to the Property Manager or to the Travel Agent who made the Booking on your behalf.

**2.3 How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address provided to us by you or (where applicable) your Travel Agent, as shown in the Property Voucher. Communications to you about your Booking may be sent via any Travel Agent that has made a Booking on your behalf. When we use the words "writing" or "written" in these Customer Terms, this includes emails.

### **3. OUR CONTRACT WITH YOU**

3.1 You agree to abide by these Customer Terms when you make a Booking, either directly or via your Travel Agent, at which point a contract will come into existence between you and us for the provision of the Services described in these Customer Terms. We reserve the right to refuse to accept any Booking if for example any technical or commercial issues may prevent, or arise from, such Booking being made.

### **4. BOOKINGS**

4.1 You agree that you have read and agreed to these Customer Terms and the Property Manager Terms applicable to your Booking, that you consent to our use of your information in accordance with our Privacy Policy which is available on the Site, and that you are over 18 years of age.

4.2 The Property Voucher will identify the property which is being rented, the start and end date of the rental, the cost of the Booking (the Price), the Property Manager's details, and the cancellation terms and the Property Manager Terms that will govern the Booking. All payments to us in relation to any Booking will be processed by a third-party processor such as Barclaycard.

4.3 Any payments we receive from you in respect of a Booking will be transferred to the Property Manager (after having deducted our fees and any commissions owed to a Travel Agent, in accordance with our agreements with the Property Manager and Travel Agent). The Booking shall become a binding contract between you and the Property Manager when we have received full payment of the Price from you in cleared funds and you have received a Property Voucher.

4.4 When you receive your Property Voucher you are responsible for checking and ensuring the accuracy of the details shown in the Property Voucher. You should report any inaccurate or incomplete information in the Property Voucher to us (and, where you have been booked via a Travel Agent, to your Travel Agent) immediately. We will not be liable for any consequences of you providing any inaccurate or incomplete information to us in relation to a Booking.

4.5 We will use reasonable endeavours to facilitate the conclusion of any Booking you wish to make with the relevant Property Manager in accordance with these Customer Terms and the Property Manager Terms.

### **5. THE PROPERTIES**

Any rating, description and images of the property that are included in the Property Voucher have been provided by the Property Manager on the basis of the Ratings Guidance published on our Site (**Ratings Guidance**). Although we require the Property Manager to designate to the property a Rating that is in accordance with our Ratings Guidance and to only include details and images that are an accurate and up to date representation of the property, we do not visit the properties ourselves or perform any other checks to verify Ratings. Please let us know if you have any comments or complaints about the accuracy of any property rating, description or

image in relation to your Booking and we will use reasonable endeavours to help resolve any such complaints, where appropriate by liaising with the Property Manager on your behalf.

## **6. PROPERTY NUMBERS**

VILLASdirect receives rental property inventory from hundreds of individual property management companies. We receive daily inventory updates from them as they manage their own distribution activity through the sales channels of their choosing. As a consequence, property numbers made available to VILLASdirect change on a daily basis. The total number we publish is as estimate that takes into account typical variations in property numbers experienced on a daily basis over a length of time. Whilst numbers of properties provided by existing partners fluctuates daily, we are also working to add additional partners on an ongoing basis. Over time our property numbers continue to grow, but you may witness daily variations.

## **7. YOUR RIGHT TO CANCEL OR AMEND A BOOKING**

7.1 If you wish to cancel or change a Booking you may only do so in accordance with the cancellation terms set out in the Property Voucher and Property Manager Terms. You should immediately notify us and any Travel Agent who made the Booking on your behalf, of any request to change or cancel a Booking using the relevant form available on the Site. All change or cancellation requests are at the discretion of the Property Manager and may attract an additional charge. The amount of any refund of the Price that may be due in the event of a cancellation of the Booking is set out in the Property Voucher. Any refunds you are owed will be refunded via the same method you used for payment of the Price, after deduction of any applicable cancellation fees referred to in the Property Voucher or Property Manager Terms.

**THE CANCELLATION OF THE SERVICES OR THESE CUSTOMER TERMS SHALL NOT AFFECT ANY RIGHTS, REMEDIES, OBLIGATIONS OR LIABILITIES THAT YOU OR WE HAVE ACCRUED UP TO DATE OF TERMINATION OR EXPIRY, INCLUDING THE RIGHT TO CLAIM DAMAGES IN RESPECT OF ANY BREACH OF THE CONTRACT WHICH EXISTED AT OR BEFORE THE DATE OF TERMINATION OR EXPIRY. UPON TERMINATION OF THE CONTRACT FOR THE PROVISION OF THE SERVICES BETWEEN YOU AND US YOU SHALL IMMEDIATELY CEASE USING THE SITE EXCEPT TO THE EXTENT REQUIRED TO ALLOW YOU TO PERFORM YOUR OBLIGATIONS IN RELATION TO ANY OUTSTANDING BOOKING THAT WAS CURRENT AT THE DATE OF THE TERMINATION.**

## **8. THE PROPERTY MANAGER'S RIGHT TO CANCEL OR AMEND A BOOKING**

8.1 The Property Manager may cancel or amend a Booking in accordance with the provisions of the Property Manager Terms that are set out in the Property Voucher. We and/or the Property Manager will notify you (and your Travel Agent where applicable) as soon as reasonably possible if the Property Manager needs to make a significant change to any Booking or to cancel it. If this happens, we will use reasonable endeavours to help you find suitable alternative accommodation of the same or a better standard as that in the original Booking by liaising with the Property Manager, but we will not be liable for any losses you may suffer as a result of such cancellation or alternative arrangements.

8.2 If you do not make any payment to us when it is due or otherwise breach the provisions of these Customer Terms or the Property Manager Terms applicable to a particular Booking then we may immediately terminate that Booking, on behalf of the Property Manager (where we are so instructed), by giving you written notice of such termination. Any payments we may have already received from you in the event of a termination pursuant to this clause may be forfeited.

8.3 We may immediately block your use of the Site if you materially fail to comply with these Customer Terms and if this happens you agree not to attempt to circumvent our attempts to block your use the Site.

## **9. OUR LIABILITY TO YOU**

9.1 We are responsible for loss or damage you suffer that is a foreseeable result of any breach by us of our obligations to you under these Customer Terms or as a result of our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by both you and us at the time you accepted or are deemed to have accepted these Customer Terms. We are not liable for any losses which relate to your use of the Show Me Application or any third-party applications accessible via the Site, which are governed by the third-party terms referenced therein.

9.2 Notwithstanding the forgoing, we do not exclude or limit in any way our liability for:

- (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- (d) any other liability which cannot be excluded by applicable law.

9.3 Subject to clause 9.2,

- (a) all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to satisfactory quality and fitness for purpose) are hereby excluded to the fullest extent permitted by law. No warranty is made that the Site will operate uninterrupted or error free;
- (b) we shall not be liable to you, whether in contract or tort (including negligence or breach of statutory duty), misrepresentation or however arising, for any pure economic loss, loss of profit, loss of business revenue, goodwill or anticipated contracts, or for any other indirect or consequential losses; and
- (c) our total liability (whether in contract, tort or otherwise) under these Customer Terms or in connection with any Booking shall in no circumstances exceed a sum equal to 125% of the aggregate value of any monies you have paid or are liable to pay to us in connection with that Booking.

## **10. HOW WE MAY USE YOUR PERSONAL INFORMATION**

We will use the personal information you provide to us in accordance with the Privacy Policy on the Site.

## **11. INTELLECTUAL PROPERTY RIGHTS**

You acknowledge that you have no right to use the Site or its content other than in accordance with these Customer Terms and for the purpose of managing your Booking. The intellectual property rights in relation to any material on the Site will remain the property of us or our licensors. We grant to you a non-exclusive, non-transferable, limited licence to use such material and access the Site solely for the purpose of making or managing your Bookings.

## **12. USE OF THE SITE**

You shall not:

12.1 attempt to decompile, reverse engineer or hack any website or computer network we use in connection with the Site (System) or to defeat or overcome any encryption or other technical protection methods implemented with respect to any such System or any data processed or stored by us in connection with the System.

12.2 use any automatic or manual device or process nor take any steps to interfere with or in any manner compromise any security measures or the proper working of the System;

12.3 collect any information or communication about us or our users by monitoring, interdicting or intercepting the System; or

12.4 introduce any virus, worm, trojan horse or other similar thing or device that may prevent, impair or otherwise adversely affect the operation of any computer software, hardware, network, telecommunications service, programme or data or user experience in relation to the System.

12.5 We cannot guarantee the availability of the Site or that it will be in any way fault free. We will offer support in relation to any issues encountered with the Site or any Bookings via a 24-hour telephone helpline, details of which are available on the Site.

12.6 The site uses Google Maps API(s) you are therefore also bound by [Google's Terms of Service](#).

## **13. PRICE MATCH GUARANTEE**

13.1 In relation to any prospective Booking, if you can find the same property available at a lower price elsewhere then we will match that price for your Booking provided that the lower price:

(a) is found not more than 2 hours after the Booking is made and is still available when you contact us for a price match so that we can verify its terms;

(b) relates to the same dates and written terms in relation to amenities, cancellation and payment terms;

(c) is not part of a membership programme or corporate discount scheme; and

13.2 We reserve the right to modify or discontinue this price match guarantee or restrict its availability at any time without notice.

## **14. OTHER IMPORTANT TERMS**

14.1 All rental amounts are paid to the property managers in the same transaction as the booking is made by the customer on the site.

14.2 All Bookings are available to be purchased separately at the same Price as they are when more than one Booking is made. This means that any multiple Bookings do not constitute a package as defined in the Package Travel, Package Holidays and Package Tours Regulations 2018.

14.3 We may transfer our rights and obligations under these Customer Terms by notifying you in writing.

14.4 In the event of change of ownership of a property that is the subject of a Booking, or a change in the arrangements for the management of that property, we may notify you on behalf of the

Property Manager of a transfer of the rights and obligations of the Property Manager to a third party in relation to any relevant Booking.

14.5 You may only transfer your rights or your obligations under these Customer Terms or in relation to any Booking to another person if we agree to this in writing. We do not have to agree.

14.6 Each Booking is a contract between the Property Manager and you. Accordingly, neither we nor any other person shall have any rights to enforce any terms of the Booking except as explained in clauses 14.4 and 14.5 of these Customer Terms. Our only rights in relation to a Booking are to act on behalf of the Property Manager.

14.7 If a court finds part of these Customer Terms illegal, the rest will continue in force. Each of the clauses of these Customer Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

14.8 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Customer Terms, or if we delay in taking steps against you in respect of breaking these Customer Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. Similarly if the Property Manager does not insist immediately that you do anything you are required to do in respect of a Booking, or if the Property Manager delays in taking steps against you in respect of breaking the terms of a Booking, that will not mean that you do not have to do those things and it will not prevent them taking steps against you at a later date.

14.9 If we are prevented, hindered or delayed in or from performing any of our obligations under these Customer Terms for any reason outside our reasonable control then we shall not be in breach of these Customer Terms or otherwise liable for any such failure or delay in the performance of such obligations.

14.10 We shall be entitled to make variations to these Customer Terms (and therefore to the terms of the contract between you and us) at any time by giving you not less than 30 days written notice and your continued use of the Site after that 30-day notice period shall be deemed as evidence of your agreement to any such variations. No other amendments or variations of the contract between you and us shall be effective unless it is agreed in writing by an authorised representative of each party.

14.11 The parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver and to exercise their rights and perform their obligations under this contract.

14.12 These Customer Terms are governed by English law and you may only bring legal proceedings in respect of them in the English courts unless you live in Scotland or Northern Ireland. If you live in Scotland, you can bring legal proceedings in respect of these Customer Terms in the Scottish or English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of these Customer Terms in either the Northern Irish or English courts.

## **15. ALTERNATIVE DISPUTE RESOLUTION.**

15.1 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to an ADR entity such as the Centre for Effective Dispute Resolution

(CEDR) via their website at [www.CEDR.com](http://www.CEDR.com). CEDR will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.