

Truly Ltd – Terms & Conditions of Business

booking conditions

These conditions apply to the rental of villas and apartments by Truly Ltd (company number 4797829) whose registered office is at 26 Grove Place, Bedford, Mk40 3JJ (referred to by its trading name "Truly Algarve" throughout these conditions).

scope of these conditions and your contract

- 1.1 Please read these conditions carefully before booking your accommodation and retain a copy of them.
- 1.2 When you are ready to make a booking please email or telephone us to check availability, we will then send you a booking form.
- 1.3 When you make a booking you guarantee that you have the authority to accept and do accept on your own behalf and that of your party intending to stay in the accommodation ("Your Party") these conditions. On the booking form please nominate one of Your Party over 18 years of age to be the lead passenger and who will be deemed to act and make warranties on behalf of Your Party in respect of this agreement ("the Lead Passenger").
- 1.4 Your contract with Truly Algarve is made when the Confirmatory Email (as defined below) has been issued to you. Truly Ltd acts as a disclosed agent for the principal suppliers of the accommodation advertised on its websites and in any other advertising material and documentation.
- 1.5 These conditions apply to the booking of villa and apartment(s) accommodation only.
- 1.6 No amendments may be made to these conditions or the booking form unless in writing and signed by a director of Truly Algarve.

paying for your holiday

- 2.1 Once you have made your enquiry by telephone or email we will issue to you a booking form and an email confirming the deposit to be paid and the balance of monies owing for the cost of your holiday ("the Confirmatory Email"). The deposit must be paid by you within 3 working days of the Confirmatory Email. The balance must be paid at least 8 weeks in advance of your departure date. Please note: for bookings made within 8 weeks of your departure date you must pay the full amount of your holiday immediately on receipt of our Confirmatory Email. The balance payment will be banked as soon as we receive payment.

- 2.2 Once we have received your deposit we will issue an email confirming receipt of the deposit and completed booking form. Within 21 days of this email we will issue to you a confirmatory invoice. The confirmatory invoice will also contain an amount representing a security deposit ("the Security Deposit"). The Security Deposit must be paid at least 8 weeks before your arrival date. We shall return the Security Deposit to you approximately 3 weeks after your return from holiday subject to clause 7.4 below. In some cases we require the Security Deposit to be taken locally in local currency and in these cases you will be notified as such in the Confirmatory Letter. The Security Deposit (if sent separately from the balance payment) will be banked approximately 3 weeks before your departure from the UK.

- 2.3 If you are paying by electronic transfer from a bank outside of the UK or intend to pay by cheque not drawn on a UK bank we will make an additional charge of £12.00 per transfer/cheque.

- 2.4 In the case of a payment by cheque where the cheque is returned to us by your bank as unpaid, a £50.00 administration charge will be added to your account with us.

prices

3. On this website prices are listed against each villa/apartment accommodation and will be confirmed in the Confirmatory Letter which you are advised to keep. We

reserve the right to change prices due to any errors or inaccuracies appearing on our website. If a villa or apartment's correct price is lower than our stated price, we will invoice you for the lower amount. If the villa or apartment's correct price is higher than our stated price, we will contact you for instructions (before sending the Confirmatory Letter to you) as to whether you wish to cancel your booking or accept the higher price. Prices will be accepted by you when you make payment.

changing a booking

4. If you wish to change your travel arrangements after our Confirmatory Letter has been sent (e.g.: your chosen arrival or departure date or accommodation) we shall endeavour to make such changes but this may not always be possible. Any request for such changes must be made by you in writing and you will be asked to pay an administration fee of £20 per person in making this alteration.

cancellations

5. If you wish to cancel your booking, written notification (which includes email) must be received by us as soon as possible signed by the Lead Passenger. The following charges will apply from the date on which we receive written notice as stated above:

more than 8 weeks prior to departure from UK:	25% of the total cost of your holiday, or loss of deposit whichever is greater
6-8 weeks prior to departure from UK:	50% of the cost of your holiday
less than 6 weeks prior to departure from UK:	100% of the cost of your holiday

The Security Deposit will be returned to you.

if we need to change or cancel your holiday

6. In extraordinary cases Truly Algarve reserves the right to make changes to the accommodation booked. Occasionally we may have to make changes and correct errors to descriptions on the website both before and after bookings are made. In the event of minor alterations we will do our best to notify you before you travel. If

a significant change needs to be made we will notify you as soon as possible. You may then either (i) accept the changed accommodation offered, (ii) choose to take alternative accommodation (if the alternative is of a lower price you will be refunded the difference (if already paid), if the alternative is more expensive you will have to pay the difference); or (iii) cancel your booking whereby we will refund you all monies paid by you.

your accommodation

- 7.1 When completing your booking form the names of all Your Party must be clearly set out (including any infants and children and their ages on UK departure date). Your accommodation is reserved exclusively for the people named on the booking form and no other persons are permitted to stay at the accommodation unless we give our prior written agreement and you have paid us an extra fee per person based on website prices.

- 7.2 Your accommodation is reserved from 2.00pm on the day of your arrival. In the case of large villas (4 bedrooms or more) you should not expect the accommodation to be available to you until 4.00pm. On the morning of the day of departure you are required to vacate the accommodation by 10.00am to allow the maid time to prepare. If you do not vacate by 10.00am we reserve the right to retain some or all of the Security Deposit. If you do not vacate the accommodation by 12.00 noon we reserve the right to make additional charges.

- 7.3 You agree to leave the accommodation in the condition in which you found it on arrival (subject to fair wear and tear).

- 7.4 Should you or any member of Your Party be responsible for any breakage, loss of or damage to any item, or additional cleaning has been necessary or you fail to lock the accommodation and as a result, criminal damage or theft occurs, we will send you an invoice on your return to the UK. Where the invoice sum is less than the Security Deposit the invoice charge will be deducted from the Security Deposit.

Where the invoice sum is greater than the Security Deposit it will be charged in addition to the Security Deposit (which will be retained).

7.5 You will be given a contact telephone number of a member of Truly Algarve who will attempt to assist with any queries you have whilst on holiday. However, Truly Algarve cannot guarantee that this member of staff will be "on call" at all times of the day or week.

7.6 Truly Algarve continually tries to keep up to date with any building works intended near its villas and apartments for rent. If we are made aware of any building work being carried out near your villa/apartment accommodation which may affect your enjoyment of your holiday we will contact the Lead Passenger to offer alternative accommodation or a refund on the same basis as that offered in clause 6(ii) above. Truly Algarve cannot guarantee that alternative accommodation (particularly in summer months) can always be offered.

7.7 It is the Lead Passenger's responsibility to ensure that you have received directions and the location of the key and resort before they travel. If you have not received directions and key location seven (7) days before your departure date please contact Truly Algarve.

holiday insurance

8. You and all members of Your Party must have adequate travel and personal accident insurance. We are not responsible for checking the adequacy of such insurance and you should satisfy yourself in this respect. We will not accept your booking unless you specify the name of your insurer and policy number by email as soon as possible after making your booking (in which case we reserve the right to cancel your booking if the insurance details are not provided).

our responsibilities

9.1 Subject to clause 6 above we accept responsibility for ensuring that your holiday accommodation is as described on our website. However you are responsible for

satisfying yourself that the accommodation as described will be adequate for your requirements.

9.2 We will be legally responsible to you (i) if our negligence (or that of our directors, employees or agents acting in the course of their employment) in the provision of your holiday accommodation causes death or personal injury; and (ii) for any fraud on the part of our directors and employees (acting in the course of their employment).

9.3 We will not be responsible if we cannot fulfil our obligations because of circumstances beyond our control e.g. fire, explosion, failure of electricity, water and other supplies, airport closures, illness, epidemic, flood, drought, adverse weather conditions, natural disasters, riots, war, terrorist activity, civil commotion or restriction of any authority or governmental agency.

9.4 We will not be responsible for any consequential loss (whether direct or indirect) including without limitation loss of income, missed opportunities or loss of expectations.

complaints

10.1 If you have a complaint whilst on holiday you must bring this to the attention of a Truly Algarve representative immediately so that an investigation may be carried out. Should we be unable to resolve the matter with you whilst you are on holiday you must notify details of your complaint to Truly Algarve in writing within 28 days of the end of your holiday. Any claims outside this period cannot be considered since if you do not tell us about your complaint promptly it will not be possible to investigate it thoroughly.

10.2 Any dispute that cannot be resolved amicably between Truly Algarve and you will be referred to arbitration under a scheme arranged by the Association of British Travel Agents (administered by the Chartered Institute of Arbitrators).

statutory rights

11. These conditions do not affect your statutory rights as a consumer. You should contact your local Trading Standards Department or Citizens Advice Bureau if you need any more information about your statutory rights.

data protection

- 12.1 In order to process your booking and meet your requirements we need to use the information you provide such as your name, address and telephone number. We are registered under the Data Protection Act 1998 ("the Act") and comply with the Act in all our dealings with your personal data.

- 12.2 We need to pass your information to villa owners, villa managers and maids but will not pass on any personal information to any other third parties. We may use the information to notify you of holidays and special offers that may be of interest to you from time to time. If you do not wish to be notified of these please let us know by emailing us at info@villa-in-algarve.co.uk.

13. **acting as a disclosed agent**

Truly Ltd acts as a disclosed agent for BEVM; JNB; Principale Ida; Vilamoura Villas; Baker Villas; Sandroy Ida; Bravirocha Ida; Balvil Ida; PGS Unipessoal; Urbanipera Ida; Four Seasons Fairways Ltd; Three Palms Ltd; MDQ s.a.

governing law and jurisdiction

14. These conditions are governed by English law and both parties agree to submit to the jurisdiction of the English court save to the extent that we choose to invoke the jurisdiction of the courts of any other country.