

Agency Terms and Conditions

Except where otherwise specified, we Oliver's Travel Ltd of Unit 6G, 26-32 Voltaire Road, London, SW4 6DH act only as an agent in respect of all 'accommodation only' bookings we take and/or make on your behalf. We accept no liability in relation to any contract you enter into or for property you book through this website ("Property") or for the acts or omissions of any supplier(s) or other person(s) or party(ies) connected with any Property. For all 'accommodation only' bookings, your contract will be with the owner/supplier/principal of the Property in question (the 'Owner'). When making your booking we will arrange for you to enter into a contract with the applicable Owner of the Property. Your booking with us is subject to these Agency Terms and Conditions and the specific booking conditions of the relevant Owner you contract with (if any) and you are advised to read both carefully prior to booking. The Owner's terms and conditions may limit and/or exclude the supplier's liability to you. Property specific terms and conditions for each Owner are listed under the relevant heading on each property advert page. By booking a property you agree to those terms and conditions.

You may decide to make one or more bookings with us at the same time. The price charged in total for more than one booking will always equal the prices charged separately for each individual booking. All properties 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 1992.

These Agency Terms and Conditions apply to all websites operated by Oliver's Travels Ltd (formerly Simply Chateau Ltd, company number: 6631130), including, but not limited to, www.oliverstravels.com. The terms 'Client', 'Your' and 'You' refer to the person booking the property. 'Owner' refers to the principal, owner or representative of the property. 'Oliver's Travels', "We", "Us", "Our" refers to Oliver's Travels Ltd.

By making a booking, you agree that on behalf of yourself and all those named on the booking:

- a. You have read these Agency Terms and Conditions and agree to be bound by them;
- b. You consent to our use of your information in accordance with our Privacy Policy;
- c. You are over 18 years of age and where placing an order for services with age restrictions you declare that you and all members of your party are of the appropriate age to purchase those services.

Use of the Website

Use of this web site is subject to these Terms and Conditions and our Privacy Policy. If you do not agree to these conditions please stop using the website immediately. By accessing the site, you accept, without limitation or qualification, all the terms and conditions below.

Accuracy of Information

Every care has been taken in compiling the contents of this web site. However, all information about the properties has been provided by the advertisers and reproduced by us in good faith. 'Oliver's Travels' will not be held liable for any errors, omissions, misunderstandings or claims arising from the advertisement or any arrangement or booking made with an advertiser.

If you believe any information on the site to be inaccurate, please let us know and we will investigate and correct if necessary. However, it is your responsibility to make relevant enquiries with the owners or their agents, through the relevant link on the property page, before renting any of the properties.

Any opinions, advice, statements, services, offers, or other information or content expressed on the site are those of the owners of the properties or their agents and not ours.

We do not endorse or recommend any of the properties on our site. The information does not constitute any form of advice or recommendation by us and is not intended to be relied upon by you in making any decision to rent a property.

The Client acknowledges that the property is not a hotel but a private accommodation being let for self-catering holidays. The Client further accepts that the property does not have standards or categories recognised internationally, but instead reflects, in its architecture and furnishings, the local traditions and personal taste of the Owner.

Prices

We reserve the right to amend advertised prices at any time. We also reserve the right to correct errors in both advertised and confirmed prices. Changes and errors sometimes occur. You must check the price of your chosen arrangements at the time of booking.

Booking & Payment

A non-refundable 35% deposit is required to make a booking (or full payment if booking within 12 weeks of departure). You must also pay all applicable booking fees.

If you have paid a deposit, the final balance is payable 12 weeks prior to the commencement of the holiday. Once this has been paid it is non-refundable as a cancellation would not leave the Owner with sufficient time to find a substitute booking. If full payment is not received by the balance due date, we will notify the Owner who may cancel your booking and retain all payments made by you to date.

Please note that the price for a number of properties are calculated and quoted in Euros, and that both the deposit and balance amounts shown on booking represent the sterling equivalents. Therefore, while the deposit amount is the actual amount you will be charged, the balance amount in sterling is only a guide, and will vary upwards or downwards in line with exchange rate fluctuations between the date of booking and the balance due date.

Your booking is confirmed and a contract between you and the Owner will exist when we send you confirmation on their behalf. This will usually be within 48 hours of receipt of your payment. Until the booking has been confirmed it is only a provisional booking. Your card will not be charged until you have received this confirmation. Please check your confirmation carefully and report any incorrect or incomplete information to us immediately. Please ensure that names are exactly as stated in the relevant passport. As we act only as booking agent, we have no responsibility for any errors in any documentation except where an error is made by us.

Except where otherwise advised or stated in the booking conditions of the Owner concerned, all monies you pay to us for bookings will be held by us on behalf of the Owner concerned.

Capacity

It is a booking condition that the number of people occupying the property may not exceed the advertised capacity, without prior written consent. Owners may terminate your booking without refund in the event you breach this condition.

Travel Arrangements

Do not make irreversible flight or travel arrangements until you have received final confirmation of your booking.

Changes and Cancellations by you

Any cancellation or amendment request must be sent to us in writing, by email, fax or post, and will take effect on the day we receive it.

You can cancel your booking 48hrs from the moment the provisional booking is made, and the deposit will be refunded in full during this time. Please note that the 48hr cooling off period starts from the moment the provisional booking is executed either online or over the phone, and not on the payment of the deposit. A provisional booking is made when you receive an email with the subject line: "Your Booking at [Property Name]"

After that period, amendments and cancellations can only be accepted in accordance with the terms and conditions of the Owner of the Property.

If you wish to amend your booking, whilst we will try to assist, we cannot guarantee that such requests will be met. Please ensure that you have received written confirmation of any changes to your booking prior to travel in the event your amendments can be facilitated. The Owner may charge an amendment fee and in addition you must pay us an administration fee of £25.00 per person.

Please note that in the event you wish to cancel your confirmed booking, no refunds will be given in any circumstances. All payments, including deposit and balance payments you make to us are non-refundable in any instance. This policy directly reflects the Owners' individual policies, and you should therefore take out suitable travel insurance to cover the risks that may lead to such an eventuality. In addition you must pay us an administration fee of £25.00 per person. The 48 hour no quibble cancellation policy does not apply to bookings that start within 14 days of the booking being placed.

Changes and Cancellations by the Owner

We will inform you as soon as reasonably possible if the Owner needs to make a significant change to your confirmed arrangements or to cancel them. We will also liaise between you and the Owner in relation to any alternative arrangements offered by the Owner (if any) but we will have no further liability to you.

In the event the booking is cancelled by the Owner of the property and no alternative can be offered, a full refund of all monies paid by you as at the date of cancellation will be made by the Owner. This policy directly reflects the Owners' individual policies. 'Oliver's Travels' cannot be held liable for any additional costs incurred by the Client (such as travel). 'Oliver's Travels' recommends that the Client takes out holiday insurance to ensure against any losses incurred by an owner cancellation.

Our responsibility for your booking

'Oliver's Travels' solely acts as an agent and payment gateway on behalf of all of the properties listed on its websites. Your contract is with the Owner and its terms and conditions apply. 'Oliver's Travels' shall have no responsibility or liability to the Client other than for the performance of these services. A booking is made directly between the Client and the Owner of the property and is a legally binding contract. Therefore before confirming your booking you should read the terms carefully to ensure that you agree with everything contained within them. Our responsibilities are limited to making the booking in accordance with your instructions. We accept no responsibility for any information about the arrangements that we pass on to you in good faith. However, in the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to twice the cost of your booking (or the appropriate proportion of this if not everyone on the booking is affected). We do not exclude or limit any liability for death or personal injury that arises as a result of our negligence or that of any of our employees whilst acting in the course of their employment.

Complaints Procedure

Because the contract for the Property is between you and the Owner, any queries or concerns should be addressed to them. If the Client is dissatisfied with the cleanliness or presentation of the property, or otherwise have a complaint whilst at the Property it should be indicated to the Owner or the Owner's representative immediately so that, where possible, all issues can be promptly resolved. The Owner's contact details can be found on your confirmation of booking. If you fail to notify the Owner or the Owner's representative of any problem or dissatisfaction prior to departure from the Property, it will affect the ability to investigate the complaint and impact the way that any complaint is handled. The amount of compensation you may be entitled to may therefore be reduced or extinguished as a result.

If it is not possible to resolve the dispute during Your stay at the property then a complaint must be made in writing to the Owner within 2 weeks of departure from the property, outlining the reasons for the complaint.

'Oliver's Travels' and the Owner shall not be held responsible for any temporary defect or stoppage in the supply of public services to the property such as water, electricity, gas, telephone or internet, or in respect of any equipment, machinery, or appliances in the property or garden, which are caused by circumstances beyond the control of the Owner.

Security Deposit

All bookings are subject to a refundable security deposit to protect Owners against breakages, loss, damage or unpaid local charges. By confirming a booking with OT you authorise OT to charge your credit card up to the value of any damage caused on presentation of photographic evidence and/or receipts for repair or replacement. Some Owners require their security deposit to be paid locally or in advance of arrival (you will be notified if your security deposit is payable locally or in advance).

Notwithstanding the security deposit held, the Client remains liable for the full cost of any repairs or replacements required or other losses incurred by the Owner due to accidental or negligent breakage, loss, damage or other injury to the property and/or the contents therein. The Owner and OT have the right to deduct supplementary charges from the security deposit if the property is not vacated at the stated time or in the event of any other breach of this agreement by the Client.

Please note that any dispute regarding a deduction from the security deposit is to be addressed to the Owner or Owner's representative. Oliver's Travels is not authorised to enter into any correspondence concerning the security deposit as no Oliver's Travels representative is present at the beginning or end of the holiday to assess the condition of the property. Any breakages, damage or loss caused to the property or its contents during the rental period may result in the forfeit of some or the entire security deposit.

Insurance

It is strongly recommended that the Client takes out a comprehensive travel insurance policy, which will include cancellation cover and full cover for the party's personal belongings as no such cover is provided by Oliver's Travels or the Owner. Accordingly, any such losses incurred are the responsibility of the Client. It is further recommended that the Client take out personal liability and accidental damage insurance for all members of the party to cover against accidental or negligent damage to the property, and protect against loss in the event of a deduction from the security deposit.

Special requests

If you have any special requests (for example dietary requirements, cots or room location), please let us know at the time of booking. We will pass on all such requests to the Owner, but we can't guarantee that they will be met and we will have no liability to you if they are not.

Visa, passport and health requirements

Unless you tell us otherwise, we are entitled to assume that all members of your party are British citizens who hold or will hold full British passports valid for the entire duration of the arrangements you chose to purchase. Information on visa, passport and health requirements, where given and applicable, is so given on this basis. Requirements may change and you are therefore strongly recommended to check the up to date position with the supplier of the arrangements, Passport Office, appropriate embassy or consulate or your doctor as applicable in good time before departure.

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