

# EXCLUSIVE MEGANISI

*Enchancing your Meganisi experience*

## Booking Conditions 2024 - 2025

### Your Holiday Contract

As soon as we dispatch your holiday confirmation, but not before, your contract with *Exclusive Meganisi* takes effect. Once the contract is made, we are responsible to you to provide the holiday you have booked and you are responsible to us to pay for it as outlined in the contract and website.

Contracts are made by *Exclusive Meganisi* on behalf of the owners to make sure they are covered by the booking contract. The owners of the properties are responsible for the accommodation, maintenance, safety and facilities. *Exclusive Meganisi* is responsible for the booking service, welfare of guests throughout their holiday and making as the booking.

Please note that it is important to check carefully the written confirmation of your booking when you receive it, or if booking late, that all the details are exactly as requested at the time of booking. Our responsibility is to provide you with the holiday you have booked as described on the website and confirmed to you. If you wish to cancel or change your booking you may have to pay cancellation or amendment charges. With parties of two or more people, the person who makes the booking accepts responsibility for making payments to *Exclusive Meganisi* for all members of the party. We will send all documents and other information to that person who will, in turn, be responsible for ensuring that the other members of the party are kept fully informed.

### Prices

All prices for accommodation on the website are in Euros and the exchange rate, if paying in GBP Sterling, will be set by your bank in making the transfer of funds.

### Payments

Payment for your holiday is as follows - a) if you book more than 4 weeks before your holiday departure date you are required to pay a deposit to secure your booking. The balance must then be paid 4 weeks before your arrival date as detailed in your contract. b) If you book less than 4 weeks before your holiday departure you must pay the full price of your holiday at the time of making the booking. We reserve the right to cancel your holiday if you fail to make payment on time. In this case, you would owe *Exclusive Meganisi* the cancellation charges as set out below.

### Special Requests

If you have a special request which does not form part of the holiday as described on the website please let us know. We will always try to provide such requests but cannot guarantee to do so. Under no circumstances will such requests be accepted by us to form part of our

contractual obligations and there will be no liability on our part if the special request cannot be provided.

### Holiday Insurance

It is a condition of booking that you take out holiday insurance which adequately covers you especially for sickness abroad. **It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. Remember to bring your Health Insurance Card (GHIC or EHIC) with you. Many insurance policies are invalid if you don't have your Health Insurance Card with you.**

For those who participate in water sports whilst on holiday it is your responsibility to ensure that you obtain the relevant insurance cover.

### If You Wish to Make Changes

Should you wish to change any of the details of your booking once the booking is confirmed by us, we will do our best to help. However, we have no obligation to make any change other than to allow you or any member of your party who is prevented from travelling to cancel the booking. Any changes must be confirmed in writing by the person who made the booking. All correspondence should be sent via email.

### Changes Whilst on Holiday

If you wish to make any change whilst on holiday (eg changing your accommodation) all requests are subject to availability and normal booking conditions apply. There will be an amendment charge of €100 should this be the case.

### Changes We May Need to Make to Your Booking

In very unusual circumstances we may have to change your accommodation, excursions or vehicle and boat rental. Should this happen we will make sure that the accommodation or other holiday bookings is to the same standard of the accommodation, excursions, vehicle or boat booked and that you are notified as soon as is practical. Our excursions timetable is put together in good faith. Should one of our facilities fall ill or be unable to run the excursion as described we will offer a full refund.

### If You Cancel

In certain cases, we start to incur costs for your holiday from the time we confirm your booking. Should you cancel, the closer your departure date is, the less likely we will be able to re-sell the holiday. It follows, therefore, that if you cancel your holiday there will be a cancellation charge, and the later the cancellation, the higher the charge will be. If you wish to cancel your holiday, the cancellation must be in writing via email and authorised by the person whose name is on the booking confirmation. These written instructions should be sent immediately to us. Cancellation takes effect from the

moment we receive your email. Cancellation charges will be calculated as set out below and will be notified in email (please note that these charges apply if you fail to make payment on time and, as a result, we cancel your holiday).

- 2 months of more notice - full deposit refund
- 6 - 8 weeks notice - 50% refund
- 4 - 6 weeks notice - 20% refund
- 4 weeks notice or less - no refund

### **If We Cancel or Make Changes**

If any material changes occur before you book, we will tell you at the time of booking. It may be necessary, even after we have confirmed your booking, to amend your holiday arrangements. Most changes will be of a minor nature (e.g. changing to accommodation of the same or higher category or changing an excursion facilitator the event of illness or other unforeseen circumstances) and will have little effect on your holiday. If possible, we will inform you as soon as possible before your departure but will have no other liability to you.

### **Force Majeure**

This means if we have to cancel or change your travel arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequence, natural or nuclear disaster, fire or adverse weather conditions.

### **Vehicle, Boat Rental and Excursions**

Any services provided or excursions purchased locally on your behalf by *Exclusive Meganisi* do not form part of this contract. The rental of vehicles and boats is the subject of different terms and conditions outside the scope of this contract and will be personally explained at the time of booking and on collection of the vehicles.

### **Damage to Property While on Holiday**

Should any member of the party or their guests be responsible for damage or loss of any item listed on the inventory at the property during their occupation of the accommodation, a charge will be made to cover the cost of repair or replacement. Please advise *Exclusive Meganisi* before checking out of the accommodation so this can be put right for the subsequent guests of the property.

### **Our Liability to You**

We accept full liability for the proper performance of our obligations under our agreement with you for the provision of your holiday. If you or any member of your party suffers damage by our failure to perform or our improper performance of our agreement with you for the provision of your holiday, we accept liability except in the following circumstances:

- a) if the failure or improper performance is your fault or the fault of any member of your party
- b) if the failure is the fault of someone else not connected with the provision of services which make up the holiday which we have confirmed to you

- c) any unusual and unforeseeable circumstance beyond our control, the consequences of which could not have been avoided even if all due care was exercised
- d) Any event where we or the supplier of any service, even with due care, could not have foreseen or forestall.

### **Complaints Procedure**

If you have a complaint while you are on holiday you must inform *Exclusive Meganisi* immediately. We will do our best to resolve the problem to your satisfaction. If you wish to pursue the complaint further, please write to us via email and we will use an independent adjudicator to seek to resolve the issues. Any complaints and matters raised will be dealt with under the terms of Greek and EU legislation.

We regret we cannot accept any complaint received more than 28 days after your return to the UK (or country of residence). Please note that the compensation and/or refunds, where applicable, will be paid to the person in whose name the booking was made.

The company address for written correspondence is:

Exclusive Meganisi,  
Vathy Bay,  
Meganisi,  
Ionian Islands,  
GREECE,  
31083

Please note that we are not at the office from the 10th of October until May so any correspondence during that time is better via email.