Bozholidays

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info@bozholidays.com

## Bozholidays International Limited

# TERMS AND CONDITIONS

*General:*

Headings within these booking conditions are for reference purposes only and all images are intended to give a general impression only.
These booking conditions and any matters arising from them are subject to and governed by English law.
To the best of our knowledge all details on the website and in the brochure are accurate.
Bozholidays is registered in England No: 10170602.

*All correspondence to Bozholidays is to be addressed to:*

Bozholidays International Limited,
ZekaHouse,The Drive, Ifold, West Sussex, RH14 0TE, United Kingdom.

*Data protection:*

Bozholidays will not supply any personal client information to any 3rd party excepting that which is required by a supplier to process your booking.

*Booking conditions:*

A holiday booking is made between Bozholidays International Limited (hereinafter called Bozholidays) and signatory of the booking form who must be over 24 years of age, unless agreed otherwise with Bozholidays.

Bookings are made subject to the terms and conditions of property owners/agents for whom Bozholidays act as agents. The law regarding accommodation for persons with disabilities varies from country to country and we cannot guarantee that all accommodation, transport and amenities will be equipped and suitable for wheelchair users.

**Bozholidays strongly recommends travel & accommodation insurance is taken out upon booking.**

*Occupancy:*

Occupancy commences **after 3pm** local time on arrival day.
Check out and vacate the property **by 10am** local time on date of departure (unless otherwise agreed in writing by Bozholidays).

By state law, occupancy may not exceed what is posted for each home.
Subletting, sharing or assigning is strictly prohibited.
Maximum occupancy includes infants and children.

*Contract:*

No contract shall exist between the Client and Bozholidays until deposits or full payment as applicable has been received by Bozholidays and confirmation invoice has been issued.

*Many thanks for choosing Bozholidays. Please let us know how we can support you!*

When making a telephone booking in such circumstances you are deemed to have accepted these booking conditions at the time of making your telephone booking. In this cases, when you receive your invoice, please check all the details carefully to ensure that they are correct, as the invoice together with these booking conditions, form the basis of the contract between you and Bozholidays.

If there are any discrepancies in the invoice, please bring these to our attention within 7 days of issue, otherwise we will assume that the details shown are correct and any amendment/cancellation charges may be levied where charges are subsequently necessary.

We reserve the right to amend any obvious errors in the confirmation invoice including those which concern the price. We will do this as soon as we notice the error but no later than 24 hours before arrival in resort in the case of late bookings.

***Deposits:***

A deposit of 30% of the total holiday cost is payable at time of booking.

***Balance:***

Full payment of the balance (as shown on your confirmation invoice) is due 4 weeks prior to departure (the Due Date). For bookings made within 4 weeks of departure full payment for the holiday must be made immediately to confirm your reservation.

Non-payment of the balance monies, when they become due, will constitute cancellation of the holiday and forfeiture of the deposit payment.

***Booking & Confirmation:***

Bookings can be made by sending an email to **info@bozholidays.com** or by contacting us directly by phone.
On receipt of your holiday deposit (or else the full rental cost, if the booking is made less than 8 weeks prior to commencement of the holiday), Bozholidays will send you confirmation of booking showing the arrangements booked, the balance and when it is due.

The person who authorizes the booking (The Party Leader) must be over 24 years of age (unless agreed otherwise) and be authorized to make the booking on behalf of the Client where applicable. The Party Leader shall be liable for full payment for all those persons named on the booking and for other persons added or substituted at a later date.

Bozholidays shall have the right to cancel the booking, retain the deposit paid and levy cancellation charges, if payment shall not have been received by the due date.

***Changes by you:***

Should you wish to make any changes to your confirmed booking, you must notify us by email as soon as possible. Whilst we will endeavor to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee may be payable together with any costs incurred by ourselves.

***Prices:***

The prices quoted on the Bozholidays website have been formed ensuring every effort has been made to ensure that these are accurate at the time of publication and as we cannot guarantee these prices you must check the price of your

chosen holiday at the time of booking at which point the correct current price will be advised to you.
All accommodation prices detailed on the site are payable in the currency shown.

Once your booking has been accepted, we reserve the right to levy surcharges in the event of changes to Bozholidays costs in dues, taxes or government action (such as increases in VAT or any other government imposed increases) or in relation to the exchange rates that have been used to calculate the cost of your holiday.
In cases where Bozholidays has received payment in full from the Client by the due date stipulated for latest payment on the invoice, Bozholidays will not impose any surcharges after payment in full has been received.

**Pricing includes:**
- Accommodation
- All linen: Bedding, Towels (Bathroom & Pool)
- 1-hour housekeeping service/cleaning during a 7 day stay
- End-of-stay-service/cleaning

**Your Holiday price does not include:**
- Travel Holiday Insurance (which is strongly advised)
- Childcare or Babysitting (which may be available on site).
- Pool heating (if available, pool heating is recommended for all reservations outside of July/August).

We reserve the right to charge €25 if we feel extra cleaning is required after your stay.

***Security Deposits:***

These are charged on all Villa bookings.

**You must pay on arrival a £200/€200 returnable breakage and security deposit.**

We reserve the right to recover these costs from the party leader's security deposit should an individual member of your party not be identified has having caused any breakages/damages or left goods, services unpaid for.
Where a small dog has been accepted into our property, a larger security deposit will be payable.
If no deductions are required, your security deposit will be refunded in full to you on day of departure, once the key is returned and the property inspected.

***Payment Method:***

All payments should be made by credit card, cheques/bank transfer in sterling.
Any money paid by the Client to an agent, under or in contemplation of a contract with Bozholidays is held by the agent as the agent for Bozholidays until the date on which the agent pays the money to Bozholidays.

***Refunds:***

In the rare occurrence that a mistake has been made and an overpayment has been paid to Bozholidays, you will need to advise us as soon as possible so that we can make a refund to you if applicable.

***Changes and Alterations by Bozholidays:***

Arrangements for holidays can sometimes be made many months in advance and changes can occur. We reserve the right to make alterations to holiday and website details both before and after any booking has been confirmed. Most of these changes are minor and in all cases we will advise you or agent of any changes at the earliest possible opportunity.

*Many thanks for choosing Bozholidays. Please let us know how we can support you!*

If a significant change becomes necessary you will have the choice of:
a) Accepting the change in arrangements.
b) Purchasing an alternative holiday from us and paying or receiving any difference.
c) Cancelling your holiday and receiving a prompt and full refund.

***Important note:***
Bozholidays cannot pay expenses, costs or losses incurred by you as a result of any change or cancellation and shall not be liable for any refund should Bozholidays be forced to cancel or change your holiday due to circumstances amounting to Force Majeure.

Such circumstances shall include, but are not limited to, war or threat of war, riot, civil strife, political dispute, terrorism, industrial disruption (actual or threatened), natural disasters (such as avalanches or volcanic eruptions/ash-clouds), nuclear disaster, epidemics or health risks, fire, technical problems with transport/machinery/equipment, closure or congestion of airports or ports, border closures, adverse weather conditions, governmental action and similar events beyond our control.
We shall be under no further liability to you, nor shall we be liable for any costs or expenses outside the hire of Villa cost.

## *Cancellation by You, the Client:*

Cancellations must be notified to us in writing/email by the Party Leader and will only be effective when we receive the written notice of cancellation at our offices.
In all cases of cancellation by the Client, the deposit, any amendment charges and any other costs which have been incurred by Bozholidays or any other costs on your behalf, will be forfeited. The following cancellation fees (expressed and agreed on booking) of the total accommodation holiday costs payable by the person(s) cancelling, will become immediately payable to Bozholidays.

In the event of full cancellation an invoice can be produced on request for insurance recovering purposes only, however this will only detail the amount of money forfeited by the hirer.
The hirer is advised to take out holiday cancellation insurance cover.
***Cancellation charges:***

- More than 4 weeks deposit only forfeited.
- Less than 4 weeks 100% of the outstanding balance will apply. However, in circumstances that Bozholidays is able to re sell the days booked we will refund the amount paid, minus the deposit plus a £100 administration fee (If guests arrive or depart early, no refund is offered for nights not spent).

If no written notice of cancellation is received and you do not travel, cancellation is deemed to have been received on the due date of arrival, unless otherwise notified.
Bozholidays reserves the right to re-sell any part of a cancelled holiday and this does not affect our right to levy cancellation fees.

*Full CANCELLATION POLICY can be found on our website and we do advice to read it.

## *Insurance:*

Bozholidays advise all clients to take out holiday insurance which provides sufficient insurance cover whilst abroad.
If any person(s) have not taken out any holiday insurance, Bozholidays will not be responsible for meeting any sums which would have been covered by insurance. You must tell your Insurers before you travel about anything which may affect your cover. This information must be complete and adequate.

If you are not sure whether something is relevant you should advise your Insurers anyway. If you do not tell your Insurers about something that may be relevant your cover may be refused and Insurers may not cover any related claims.

Please note that once agreed, these refunds will be made on which the deposit or balance was made and may take at least 20 working days to appear on your statement.

*Safety:*

**The safety and well-being of our guests is of paramount importance to us. We pride ourselves in our hygiene and safety standards and are currently compliant with 'Covid' cleaning regulations.**

All our properties are obliged to meet local regulations although it is important to remember that even in European countries these may not match those in the UK, which are some of the most stringent in the world.

We strongly advise that you and your party familiarize yourselves with your accommodation, safety procedures and location of any fire extinguishers/fire blankets and you request specific information if required before booking a particular property.

*Losses:*

You are advised not to leave any valuables within the property. The safe (if available) is there for the sole use of the hirer. Please leave it open as found before leaving.
The owner cannot be held responsible for any loss, damage or expense incurred by the hirer.

*Lost Property:*

Please advice us as soon as possible if you have lost personal belongings or left these in the villa on yourdeparture so that we are given every opportunity to locate these missing or forgotten items.
Whilst we do everything possible to locate lost property, we cannot guarantee to do so or to be able to arrange for your property to be returned.
If we are able to locate lost property and arrange for its return, all costs of so doing must be paid in advance along with an administration charge of £10. We cannot be held responsible for lost property whilst in transit.

*Health, passports & visas:*

It is your responsibility to ensure that documents are in proper order before travel.
Bozholidays accepts no liability for any loss or inconvenience caused as a result of your failure to take reasonable care in this respect.
EU Nationals are advised to hold a full passport valid for the duration of the holiday and for at least six months after your return journey.

*Swimming Pools / Jacuzzis / Barbecues:*

Guests using swimming pools/Jacizzis and other facilities at our villas do so at their own risk and Bozholidays canaccept no responsibility for accidents/injuries sustained while using these facilities.

Children must be supervised at all times. Please note, some of the swimming pools at the properties we feature do not have depth markings and there will be no life guards on duty.

**Please observe the pool/Jacuzzi rule notices provided:**
- Our experienced staff maintains the pool/Jacuzzi area for your enjoyment. Any additional liquids added by guests will causedamage and harm which will incur a charge for repair.
- Failure to remove cream or sun cream before using these facilities may result in a 'scum' foaming around the pool/Jacuzzi. This may result in extra cleaning and be charged.
- For your own safety, glasses or bottles are not permitted around the pool/Jacuzzi area.

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• **Purchase of pool heat:**
In the event of weather conditions falling below 60 degrees Fahrenheit, the pool heating will automatically shut off to prevent any damage.

We find it unreasonable to expect the swimming pool to be used while the outside ambient temperature is below 60 degrees Fahrenheit.

Additional pool heating maybe required and purchased after unseasonal weather conditions.

***Smoking:***

For the comfort and safety of guests and the home owners our villas are all non-smoking.

***Pets:***

A small house trained dog is welcome, by prior agreement only. The dog must be kept under strict control at all times whilst in and around the property.
The dog is not allowed on the beds, sofa or chairs and the hirer must provide the dogs own bedding.
The dog must not be left alone at any time.
The hirer is responsible for any damage caused by their dog.

***Internet Access:***

Complimentary internet access is available in our villas. However, we cannot guarantee continuous and uninterrupted internet connection due to technical circumstances out of our control.
You are welcome to use your own laptops where possible.

Internet is intended for straight-forward web browsing and checking of emails; it is NOT recommended for live-streaming or downloads (including music & films).

Please note that viewing or downloading of unsavory or pornographic sights is NOT permitted and should guests be found to be doing so, they will be reported to the relevant authorities.

***Bozholidays Liability (other than for death/personal injury/illness):***

We endeavor to make sure that the holiday which you book with us is supplied and the services performed or provided by us are performed or provided as per the information detailed on our website.

We accept responsibility for the acts of our employees, agents, suppliers and subcontractors where they were at the time acting within the course of their employment or carrying out work that we had asked them to do under their contract of agency or supply with Bozholidays.

In all cases (except where personal injury, illness, death, loss and/or damage to personal possessions results), our liability is limited to the relevant total holiday price of the person(s) affected.
In the case of loss and/or damage to personal possessions (including money), Bozholidays will not accept any liability as it is a condition of your booking (and therefore reasonably assumed by Bozholidays) that you have taken out appropriate insurance to cover such loss and/or damage before travelling.

In the event that local restrictions or an injury or other enforced absence to one or more of our employees causes our normal service to be curtailed or restricted, this will not be accepted as cause for compensation claims. It is a condition of liability that you notify us of any claim in writing within 28 days of your return from holiday.

*Client Liability:*

As part of this contract you (the Party Leader) hereby agree to guarantee payment for any chargeable services requested by you or any member of your group both before and during your holiday.
Please treat Bozholidays properties including furniture and fittings with care and respect and leave the property in the same state of cleanliness and general order in which it was found. An additional cleaning charge may beapplied if extra cleaning is deemed required.

Bozholidays reserves the right to recover from you the cost of breakages (estimated if not precisely known), damage to accommodation etc. caused with or without intent by you or any member of your party. If you have caused any damage to the property you will be invoiced for the cost of replacement or repair.

All guests undertake to behave in such a manner as in no way to cause, distress, danger or annoyance to other guests, Bozholidays employees and/or any third party. We request a quiet time from 9 pm to 8 am.

Your accommodation is licensed for a legal number of guests. Additional guests are NOT permissible without prior arrangement. Unaccounted guests and the renter will be asked to vacate the accommodation as the rental agreement deemed to have been broken.

Behavior deemed unacceptable by Bozholidays, or unlawful will result in termination of the holiday of the person(s) involved and Bozholidays shall have no further contractual obligations to such person(s) including with respect to any return travel or transfer arrangements made on your behalf. These person(s), or the whole group where applicable, shall have no right to a refund for their holiday or any expenses incurred as a result of termination.

Bozholidays does not accept liability for financial loss or damage to property suffered by you or the person(s) involved. Bozholidays accepts no responsibility for the action of its guests and shall not be held liable for any claim made against them (or as a result of their actions) by a third party.

In addition, the breach of this clause by any one person in any one property booked may cause Bozholidays to demand immediate vacation of the accommodation by every person named on the booking form.

*Description of property:*

Bozholidays use their best endeavors to ensure the accuracy of property descriptions and as all statements regarding the property are made in good faith, descriptions are inevitably subjective and are for guidance only.

There may be small differences between the actual property and its description, as we are always seeking to improve the services and facilities. Occasionally, problems arise and facilities or services may become unavailable or subject to restriction due to failure. If this happens Bozholidays will tell the hirer as soon as reasonably practical after Bozholidays becomes aware of the situation.

If appliance failure occurs during your stay (i.e. washing machine), efforts will be made to rectify the problem but no assurances can be given that it will be resolved during your stay.

Bozholidays reserves the right to alter or withdraw amenities or facilities without prior notice; where reasonably necessary due to repairs, maintenance, weather conditions and circumstances beyond their control.

*Right of entry:*

The owner shall be allowed the right of entry to the property at all reasonable times for purposes of inspection with notice, to carry out any necessary repairs or maintenance.
Emergency access is allowed at all times without prior notice.

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***Right to change accommodations (substitution):***

We reserve the right to substitute comparable accommodations without prior notice or liability in the event of a sale of the rental property, or if the property becomes unavailable due to maintenance or other problems.

We cannot absolutely GUARANTEE A SPECIFIC rental property in the event of unforeseen circumstances which could render the property to be unsafe or uninhabitable. We will make every effort to contact you should this happen.
When comparable accommodations are not available, guests will have the option of selecting from available properties at the comparable published rate.

***Website Information and Accuracy:***

All reasonable care has been taken to ensure that the descriptions, facts or opinions on our website are correct and to the best of our knowledge at the time of publication.

Any Villa plans should only be used as an indication of layout. Scale and dimensions are subject to error andfurniture and rooming arrangements are subject to change.
The client should bear in mind that in relation to the information given about the resorts and certain facilities available within resort, we cannot guarantee accuracy at all times.

Please note that our official website to which we are bound by English Law, is published in the English language therefore we cannot be held responsible for any inaccuracies caused by translation services and please note that all correspondence between you and us will be in English (whether this be during the booking process, during the holiday itself or after the holiday in cases of claims made against us).

***Complaints Procedure:***

Should you have reason to believe we are not providing what we are contracted to provide, we request that you raise this with our resort staff at the time the problem arises so that we are provided with the opportunity ensure that sufficient improvements or changes can be implemented where we feel appropriate or necessary. If you fail to do so you deprive us and our suppliers of the chance to investigate your complaint and to do our best to rectify any problems.

If we are unable to resolve matters whilst you are on holiday and you remain dissatisfied, the Party Leader must write to Bozholidays, (address above) within 28 days of your return from holiday giving all relevant information. In any such incident, please note that we will only correspond with one representative of the party and in most circumstances request that this is the Party leader.

Failure by the hirer to notify any complaint within 28 days of your return will entitle Bozholidays to refuse to entertain the complaint, irrespective of its merits. Under no circumstances will Bozholidays liability exceed the rental paid for the property.

Please note that our resort staff are not authorized to promise any refund in respect of a client's claim and no such promises will be accepted by Bozholidays.

***Jurisdiction:***

These conditions and any contract to which they apply are governed in all respects by English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

***Building Work:***

Bozholidays cannot be held responsible for any buildings or road workings which may be carried out close to any villa.

Bosnia & local Bosnian Government state no major construction will be carried out between 10th of June until 31st of September.

Where Bozholidays is aware of any anticipated works, Bozholidays will endeavor to advise you in advance.

***Force Majeure:***

Bozholidays shall not be liable for any delay or non-performance of their obligations under the Contract to the extent that the performance is interrupted or prevented by any act or omission beyond its reasonable control.

Bozholidays shall notify you as soon as reasonably practicable upon it becoming aware of the same.

*Many thanks for choosing Bozholidays. Please let us know how we can support you!*
*Prices and booking terms and conditions supersede all those previously published.*
*Prices and booking terms and conditions may be updated, changed or varied subsequently.*
***By signing the booking form you agree to these terms and conditions.***