

Agency Terms & Conditions

Introduction:

Chic Retreats is a trading name of Teygon Limited, with registered company number 11502370 and registered office at 495 Green Lanes, London, United Kingdom, N13 4BS (“**we**”, “**us**” or “**our**”). References to “**you**” and “**your**” in these terms means you, the customer and any other person in your party.

Our role in your booking

We operate a booking platform (online and via telephone) which enables users of our platform to search, compare and book various travel services including but not limited to hotels, and transfers (“each a **Travel Service**”). We do not own or operate any of the Travel Services.

Except where otherwise specified, we act only as an agent in respect of all bookings we take and/or make on your behalf. We accept no liability in relation to any contract you enter into or for any Travel Service or other services you purchase or for the acts or omissions of any supplier or other person(s) or party(ies) connected with any arrangements. For all Travel Services, your contract will be with the supplier of the arrangements in question.

When you search for Travel Services and make a booking on our platform, our service is only to obtain and provide information about those Travel Services, arrange for you to enter into a contract with the individual provider of the Travel Service in question as specified on your confirmation invoice (the “**Service Provider**”), and to agree payment terms between you and that Service Provider. We act as the agent or sub-agent of the Service Provider, except where we state to the contrary in these Terms and Conditions. The terms and conditions of the Service Provider will also apply to your booking.

Your booking through us (either online or via telephone) is subject to these Terms and Conditions and, where the Travel Service is booked by us on the Service Provider’s website (and not by one of our third party suppliers), the terms of use of the website of the relevant Service Provider. As agent providing a booking platform, we accept no responsibility for the acts or omissions of the Service Provider or for the Travel Services provided by them. Your booking is also subject to the specific booking conditions of the relevant Service Provider you have chosen to contract with which are available as part of the booking process. You must read all of these carefully and accept them in full prior to booking. The Service Provider’s terms and conditions (as well as any applicable International Conventions) may limit and/or exclude their liability to you. Copies of applicable conditions will be available to you prior to booking via our website and on your request to us.

Coronavirus (COVID-19) Update

During times of uncertainty, we recommend booking an option with free cancellation. If your plans change, you can cancel free of charge until the free cancellation period expires.

In response to the ongoing COVID-19 pandemic, the Service Providers may be required to implement various policies and procedures in an effort to limit the spread of COVID-19. You may find that, for the time being, some destinations and resorts will also have their own hygiene requirements and certain amenities will temporarily be limited or unavailable. Rest assured that these are simply precautionary measures and shouldn't get in the way of you enjoying your stay. These policies and procedures are put in place for the safety of guests and may result in some facilities that are ordinarily provided being subject to restrictions, changes or otherwise not being available at all (this may particularly be the case during peak times, where certain facilities would otherwise be busy).

Where we are able to, we will provide you with information about any such changes as soon as reasonably possible after we become aware of the same, however we will have no further liability to you and shall not be responsible to you where any service or amenity which you wished to use is unavailable.

Some facilities, services and restaurants may be seasonal and may also incur extra charges by the hotel.

Please refer to the relevant Service Provider's terms and conditions for any further information on the effect of COVID-19.

1. Booking and payment

By making a booking with us, you agree that:

- A. all passenger details on the booking are full and accurate (please ensure that names are exactly as stated in the relevant passport);
- B. you have read these Agency Terms and Conditions and agree (on behalf of yourself and all other persons named on the booking) to be bound by them and any applicable Service Provider's terms and conditions;
- C. you have read our [Privacy Policy](#) and confirm that you will provide our [Privacy Policy](#) to each named person on the booking and that each person on the booking consents to our use of personal data in accordance with this Privacy Policy and agrees to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements);
- D. you are over 18 years of age, and where placing an order for services with age restrictions, you declare that you and members of your party are of the appropriate age of purchase for those services; and
- E. you accept financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

Confirmation of your chosen Travel Service(s) will be conditional on you making such initial payment as dictated by the Service Provider, or payment in full, including applicable fees and charges. If you have paid a deposit, you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the Service Provider who may cancel your booking and charge the cancellation fees set out in their terms and conditions.

In some circumstances, your payment will be made directly to the Service Provider and we will only act as a booking platform to facilitate that payment. No money will be passed through us in this circumstance. In other situations, your payment will be made to us and be held on behalf of the Service Provider and forwarded on to the Service Provider in accordance with our agreement with them.

Your booking is confirmed and a contract between you and the Service Provider will only exist when we send you confirmation by e-mail on their behalf, which contains a valid Service Provider reference number (“**Booking Confirmation**”). Please check your Booking Confirmation carefully and report any incorrect or incomplete information to us immediately, where we will try to assist you. Any changes to these details may incur charges that will be notified to you at the time of booking. Please ensure that the names given are the same as in the relevant passport.

In any instance, where multiple bookings are made, they shall not constitute a “group” booking. Unless bookings are all made under the same booking reference, they will be treated independently (i.e. as separate individual bookings).

If you are a United States citizen, tourist travel to Cuba remains prohibited. In order to travel to Cuba you must obtain a licence from the US Department of Treasury or your travel must fall into one of 12 categories of authorised travel.

We accept payment by debit/credit card (Visa, MasterCard, or Maestro as we do not currently accept American Express). We do not charge you a fee for using your card, however your bank or card issuer may apply an additional foreign transaction fee for non-UK registered cards.

Debit and Credit Cards are accepted subject to security and fraud checks and we reserve the right to reject/cancel your Travel Service(s) should your booking request fail any element of these checks.

Please note that booking requests can take up to 72 hours to process. A booking is only confirmed when we send you a Booking Confirmation with a valid booking reference number. On rare occasions, we will be unable to confirm a booking, for example if the payment fails. In the unlikely event this occurs, our team will attempt to rebook the affected Travel Service at the same price. If this is not possible, for example because the payment is blocked or there has been a change in the price or availability of the booking, we will contact you via telephone or e-mail to discuss next steps. Unfortunately, there are times when the cost will have increased during this period of time. Any cost increases will need to be paid by you, as per your contract with each Service Provider. 1A. Insurance

Many Service Providers require you to take out travel insurance as a condition of booking with them. In any event, we strongly advise that you take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including cancellation) in the event of accident or illness; loss of baggage and money; and other expenses.

1B. COVID-19

We both acknowledge and agree that the COVID-19 pandemic has affected travel throughout the world and that we both have responsibilities to comply with various

laws, regulations and guidance issued by governmental or regulatory authorities which seek to manage the risks caused by COVID-19. In the light of these risks, it is a condition of making your booking through us that you obtain travel insurance which includes cover against any COVID-19 issues or incidents which may affect your booking.

You acknowledge that laws, regulations and the Service Providers providing your holiday (such as hoteliers, transfer providers and other service providers) may require you and employees of your Service Providers to comply with various measures which have been introduced to manage the risk of COVID-19. These may include (without limitation) a requirement to undergo temperature checks, provide health information or certificates, wear personal protective equipment such as facemasks and gloves and abide by social distancing requirements. There may also be other limitations implemented, which may include (without limitation) limitations on the number of persons who may use facilities or services at any particular time, limitations on the availability of certain facilities and services (e.g. buffet and self-service restaurants may be replaced by a-la-carte, spas and pools, kids clubs and entertainment may be closed), changes to the way the accommodation is set out or how its services are run, requirements to pre-book facilities and services, deployment of sanitisation measures and other hygiene requirements.

You also acknowledge that certain Service Providers, ports, airports, border control or other third parties may require you and members of your party to undertake certain health formalities (including, without limitation, obtaining COVID-19 PCR tests which satisfy their set criteria and completing requisite travel passes or forms in the prescribed format) or satisfy other requirements aimed at managing the COVID-19 risk as a condition to you travelling, departing, entering or residing in a particular place or utilising certain services you may have booked. You agree that it is your obligation to obtain details of these requirements ahead of your travel departure date and ensure you and all members of your party comply with and satisfy these requirements in full. If you fail to meet these requirements, or refuse to complete them, you may be denied boarding, exit, entry or the use of some other facility or service which forms part of your booking. We shall not be liable to you for any refunds or compensation in relation to such matters.

You also acknowledge that certain countries may impose quarantine or self-isolation measures upon travellers, whether in the place of destination or upon return and that such requirements are subject to change and may be imposed on short notice.

We strongly recommend that you familiarise yourself with the advice from your national authority for overseas travel before departing. In the UK, the Foreign, Commonwealth & Development Office's latest advice for travel to other countries is available [here](#).

You agree to notify us immediately if you test positive for COVID-19 at any time after you make your booking via us, if you consider that you may have COVID-19 symptoms or if you become aware that you may have come into close contact with someone who has tested positive for COVID-19 or who may have COVID-19 symptoms. We may share this information with the relevant Service Providers for your booking (or any other organisations, in line with any legal requirements) in accordance with the terms of our [privacy policy](#).

If you notify us before travelling, and the relevant Service Provider concludes that you are no longer able to travel because of the COVID-19 risk, then your booking may be treated as having been cancelled by you and the Service Provider's standard cancellation charges will apply, as well as a cancellation processing fee of £25 payable to us. We will, however, explore with you and the Service Provider whether it is possible for you to postpone your booking to a later date, which may incur further charges payable by you and is subject to your Service Providers' terms and conditions. It might also be possible for you to transfer your booking to another person, subject to the terms of transfer set out in your Service Providers' terms and conditions.

If you notify us during travel, you acknowledge that we or your Service Providers (or local laws and regulations or health and safety bodies) may require you to follow certain measures designed to manage the risk of COVID-19 and your Service Providers may refuse to provide you with the relevant Travel Service(s). You may, for instance, be required to self-isolate for a period of time. You agree to comply with these requirements. However, we will not be responsible for meeting any costs incurred by you or for refunding or compensating you for the curtailment of your holiday, cancelled or rebooked transportation, additional accommodation or other associated costs you incur in connection with the same.

We both agree that the measures set out above are a necessary part of keeping you, other travellers, employees and the public safe on holiday.

We shall have no liability to you or any member of your party for any refunds, compensation, losses, costs, expenses or damages you incur in connection with the matters described above or if you or any member of your party are unable to travel or make use of all or part of your booking because of these matters. These are risks which you must protect against through obtaining comprehensive travel insurance.

You further acknowledge as a result of the impact of COVID-19 on the travel industry, many hotels are closing on short notice or making changes to their facilities as set out in this paragraph in order to ensure the safety of employees and travellers.

Where a hotel closure affects your booking, in accordance with paragraph 8, the Service Provider may offer alternative accommodation we will liaise between you and the Service Provider to arrange this alternative accommodation to enable your holiday to continue, however we shall have no further liability to you in such circumstances.

2. Prices & Pricing Errors

We endeavour to ensure that all pricing and other information on the website is accurate. However, it is always possible that despite our efforts there may be times when obvious errors occur such as the price or some other detail displayed being incorrect. We reserve the right to amend advertised prices at any time prior to confirmation. We will normally check prices before confirming your booking so that, where the booking's correct price at your booking date is less than our stated price at your booking date, we will charge the lower amount. If the booking's correct price at your booking date is higher than the price stated to you, we will contact you by telephone or e-mail for your instructions before we confirm your booking.

If we confirm and process your booking on behalf of a Service Provider where a pricing or other error is obvious and could reasonably have been recognised by you as a mistake, we may terminate the contract and refund you any sums you have paid us.

Some Service Providers charge different rates for different nationalities staying at their hotel, particularly if you are a citizen of the country in which you wish to stay. Please note this does not affect UK or Irish citizens and in most circumstances does not apply to other EU residents travelling to a country within the EU where they are not a citizen. Problems typically occur where passport holders travel to the country where their passport was issued.

If you think this may affect your booking, please contact our reservations team to confirm whether your booking will be accepted by the hotel and the Service Provider because resolution once you are abroad will be very difficult and may result in additional charges being levied to you or the cancellation of the booking by the Service Provider. Occasionally Service Providers may ask that we contact you prior to the departure date to ask for evidence of the residency of the customers travelling. You must contact us in this instance within the stated timeframe with this information in order to confirm that the rates are eligible for all the customers travelling. We cannot be held responsible for any additional costs incurred due to these issues.

4. Online Content

We take all practical steps possible to ensure that the details displayed on the website are accurate and up to date, but we do rely upon the information given to us by the Service Provider(s) and listings are intended to present a general idea of the services and facilities being offered. Sometimes – and particularly at the beginning and end of the season – certain facilities may be withdrawn for reasons such as maintenance, bad weather or lack of demand from guests or low occupancy. Some advertised activities or facilities, for example water-sports, may not be available all year round. There may be local charges for some facilities, for example, TVs, safety deposit boxes, sun-loungers, parasols, spa access, tennis courts, pool tables and airconditioning. Unless specifically confirmed in your room type or board basis, you must assume some, if not all facilities will be payable locally. If your Service Providers advise us about significant changes to descriptions or about the withdrawal of any significant facility, we will pass this information to you.

Please also note that the online content provided by our Service Providers may not include the latest safety precautions in place to manage the risks of COVID-19. Please refer to paragraph 1A above for more information as to what you should expect in this regard.

Transfer times quoted by the Service Provider for travel between airport and resort are approximate and, depending on circumstances, the journey time to your own chosen destination may be longer. It is your responsibility to notify the transfer Service Provider of any delays in other travel arrangements, such as flights, and the transfer provider reserves the right to alter or cancel the service as per their terms and conditions in these circumstances.

If you have booked a shuttle transfer, please note that these run to a set timetable and set route that may not always be immediately at your accommodation. If you are not

present to board your shuttle at the scheduled place/time (due to a flight delay, schedule change or passport checks for example), the shuttle may not be able to wait for you. Your Service Provider may arrange for you to be transported on the next available shuttle (at their sole discretion). Where this is not possible or the last shuttle has already departed, you must make your own transfer arrangements at your own cost.

5. Data Protection

We will ensure appropriate security measures are in place to protect your personal information. The information you provide us will only be passed onto the Service Providers of your travel arrangements or other organisations necessary for the provision and performance of your Travel Services or as may be required pursuant to paragraph 1A above. Certain information may also be passed on to security or credit checking companies to detect and prevent fraud. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. If you travel outside the European Economic Area (“EEA”), controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. Full details of our data protection policy are available upon request.

By making a booking with us you agree to the use and disclosure of the information you provide for the following purposes: to enable us to process, administer and fulfil your bookings (when it may be transferred abroad and /or to the Service Provider), amendments to your bookings and liaise with Service Providers regarding refunds for cancelled bookings, for market research and analysis, to avoid fraud, to disclose to governmental agencies on request, and to enable us or our representatives to contact you by letter, telephone, SMS or e-mail. You may unsubscribe from further contact at any time by clicking on the relevant link in any emails we send you.

For more information on how we use your personal data, please see our [Privacy Policy](#) and [Cookie Policy](#).

6. Amendments by you

Any amendment to your Travel Service will incur an administration charge of £25 per booking plus any charges levied by the Service Provider.

If you wish to make an amendment to your booking please email us to submit your request to the Service Provider. Please note that any changes to an element of your confirmed booking(s) will incur charges as stated above even if this is for example one letter in a name. Please be aware that we will pass on your request to the Service Provider. We will not be able to make any amendments to your booking with a Service Provider ourselves, nor will we be able to confirm if a Service Provider will make the amendments you have requested. Amendments can only be made and accepted at the discretion of the Service Provider and in accordance with the terms and conditions of the Service Provider(s) which you shall receive at the time of booking. The Service Provider may charge amendment charges which may be as much as 100% of the cost of the Travel Service and will normally increase closer to the date of departure. Whilst

we will try to assist, we cannot guarantee that such requests to make changes can or will be met.

At the time of booking you may have the option to select rooms or services which are available at a special rate as they are non-refundable, non-changeable and/or non-transferable from point of sale. This means that from the time the booking is confirmed, no amendments whatsoever (including names, dates and duration) can be made and the only option available is to cancel. Cancellations of this room type may be charged a 100% cancellation fee by the Service Provider. These rooms are advertised as “Non-Refundable” and may require full payment at time of booking.

Please note that amendment fees are non-refundable and can only be requested by the lead passenger on the booking.

7. Cancellations by you

You may cancel your booking at any time prior to departure upon payment of a termination fee as set out in this paragraph.

In the event that you do cancel your booking, and the deposit you have paid does not cover the cancellation charges set out in this paragraph (e.g. because you have chosen a low deposit option), you must pay any difference between the amount you have paid and the cancellation charge applied. In accepting these Terms & Conditions you give your authority for us to automatically charge the payment card used by you when securing the booking (or any other card used by you in connection with this booking) at that time.

Any cancellation will incur a cancellation processing fee of £25 for hotel-only bookings plus any charges from the Service Provider(s) as follows:

Accommodation: Cancellation charge will depend on whether you have booked a refundable or a non-refundable product. Cancellation charges will be specified to you at the time of booking and vary from one Service Provider to another. You should check your Booking Confirmation and any documentation for details of your specific cancellation terms.

Non-Refundable products may have been paid for in full at the time of booking and no refunds are given in the event of cancellation.

Transfers: Cancellation charges will be specified to you at the time of booking and vary from one Service Provider to another. It is possible that 100% of the value of the transfers is non-refundable from the point of booking, please check your Booking Confirmation and any documentation for details of your specific cancellation terms.

All requests to cancel must be submitted via email by the lead passenger on the booking and we will contact you to confirm cancellation and reconfirm the applicable cancellation charges, that were notified to you at the time of booking..

8. Changes and Cancellations to your Travel Services

We will inform you as soon as reasonably possible if the Service Provider needs to make a change to your confirmed Travel Services or to cancel them. Other than

providing such notification, we shall have no further liability to you in relation to minor changes.

We will not be liable to you for such changes or to pay any refunds, compensation or other claims. Your rights will be set out in your contract with the Service Provider. However, we will use reasonable endeavours to liaise between you and the Service Provider in relation to any alternative arrangements offered by the Service Provider and/or refunds or compensation offered.

9. Our responsibility for your booking

Your contract for the Travel Service is with the Service Provider and their booking conditions apply, subject to such payment terms we have negotiated. As an agent, we accept no responsibility for the actual provision of the Travel Service. Our responsibilities are limited to the booking service we provide to you, including making the booking in accordance with your instructions. We accept no responsibility for any information about the Travel Service that we pass on to.

We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. We only supply our services for domestic, non-commercial and private use. We do not therefore accept liability for any business losses (e.g. loss of profit, loss of business, business interruption or loss of business opportunity).

We also accept no responsibility for the behaviour or actions of third parties related to your accommodation or transfer, or for any facilities/services withdrawn as a result of their actions.

In the event that we are found liable to you on any basis whatsoever, our maximum liability to you is limited to the commission we have earned on 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, agents or subcontractors whilst acting in the course of their employment or engagement, liability for fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited by law.

10. Unavoidable and Extraordinary Circumstances

In these Terms and Conditions, where we refer to Unavoidable and Extraordinary Circumstances, it means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken.

This may cover for example warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination, (including epidemics and pandemics), industrial disputes, nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport, air traffic control strikes and natural disasters such as floods,

earthquakes or weather conditions which make it impossible to travel safely to the destination as agreed in the booking.

Except as set out in these Terms and Conditions, we shall have no responsibility or liability to you for any failure to perform, or a delay in performing, any obligations owed to you which are caused by Unavoidable and Extraordinary Circumstances.

11. Complaints

Because the contract for your Travel Services is between you and the Service Provider, any queries or concerns about your Travel Services should be addressed to them. If you are in difficulty or wish to make a complaint whilst on holiday, this must be reported to the Service Provider or their local representative without undue delay. You must, as a strict condition of your booking, obtain a written record of your complaint from the Service Provider or their representative at the time the issue arose.

If you fail to follow this reasonable procedure there will be less opportunity for the Service Provider to investigate and rectify your complaint. Any compensation you may be entitled to could be reduced or extinguished as a consequence.

If you wish to complain when you return home, please contact the Service Provider. You will see their name and contact details in any confirmation documents we send you. If you wish to complain about any service we have provided to you (i.e. our booking service) then please contact us directly.

12. Travel Advice: visa, passport and health requirements

We recommend you always look at the [Foreign Travel Advice](#) section of the Foreign, Commonwealth & Development Office website prior to booking and travelling abroad: [Foreign, Commonwealth & Development Office website](#) to check general visa, passport, health and safety information and other matters prior to booking.

Non British Citizens, including other EU nationals, should contact the Embassy, High Commission or Consulate of your destination, for up to date advice on passport and visa requirements.

Up to date travel advice and information on safety issues worldwide can be obtained from the Foreign and Commonwealth Office, visit <https://www.gov.uk/travelaware>.

You confirm that all members of your party are UK or Irish residents and hold passports issued within the last 10 years which are valid for at least 6 months from the date of travel (note that if you renewed your current passport before the previous one expired, extra months may have been added to its expiry date. Any extra months on your passport over 10 years will not count towards the 6 months needed).

General information on visa, passport and health requirements (where given and applicable) is so given solely on this basis. Requirements may change and you are therefore strongly recommended to check the up to date position with the Service Provider(s) of the Travel Service(s), Passport Office, appropriate embassy or consulate or your doctor as applicable prior to booking and in good time before departure.

Neither we nor the Service Provider accept any responsibility if you cannot travel because you have not complied with any passport, visa, immigration or health requirements.

13. Taxes/Local Charges and Resort Fees.

Certain countries/cities/airports/hotels impose additional taxes and charges such as tourist or city tax, facility fee or compulsory resort fees. These additional fees are payable directly to your accommodation or local authorities and are for maintenance of local facilities and services. These taxes cannot always be collected by us or your Service Providers in advance. You are wholly responsible for paying these taxes and charges locally prior to check out and they are subject to change by pronouncement of overseas governments. Unless otherwise stated, they are not included in your booking. If in doubt, please enquire with us prior to booking. We have no liability to you for these taxes or charges and they are not included in your booking.

14. Accommodation Ratings and Standards.

Star ratings are used to symbolise the overall quality and level of standards of each accommodation type and are typically based on criteria including the range of standard facilities, the quality of the furnishings, the quality and range of the food outlets, and the overall level of service. However, there is no uniform and consistent method of star ratings and as such they can vary significantly by country, and often within countries. Also, not all countries have official rating systems. Therefore, the rating displayed is only an opinion and should only be used as a guide. If your Service Provider provides an “official” tourist board rating, we will endeavour to include that within the accommodation description. We cannot guarantee the accuracy of any ratings given. All ratings are as provided via the relevant Service Provider and are not our personal ratings.

15. Room Allocation

After registration/check-in at your accommodation, you will be allocated a room. It is your responsibility to verify the check-in and check-out times directly with the Service Provider. Please note that the fact that rooms appear listed together on the same booking itinerary does not guarantee that they will be adjacent to one another or otherwise in close proximity.

Passengers with Reduced Mobility: The majority of the Travel Services offered are suitable for all persons, however it is your responsibility to advise us, prior to booking, of any conditions/disabilities that may affect your holiday. Where possible, we will inquire with the Service Provider about the suitability of the Travel Service for you, however we can give no guarantees. It is recommended that you make your own independent enquiries to ensure the Travel Service of your choice is suitable for your particular requirements before making your booking.

16. Building Work

From time to time, maintenance, renovation or refurbishment and its associated noise are unavoidable at a hotel/accommodation. If we are notified of such works, we will

inform you before you make your booking or within a reasonable time of us being notified.

Please note that municipal works (for example road works) and other third-party building work in the vicinity of your accommodation is not the responsibility of the accommodation or Service Provider.

17. Your conduct

You acknowledge that you, and all members of your party, are expected to behave in an orderly and socially acceptable manner and not to disrupt the enjoyment of others. If in the Service Provider's opinion or in the opinion of any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, the Service Provider reserves the right to terminate your booking immediately with no further liability to you. You and/or your party may also be required to pay for loss and/or damage caused by your actions and you and each member of your party will be jointly and individually liable for any damage or losses caused. Full payment for any such damage or losses must be made directly to the Service Provider prior to departure. If you fail to make payment, you will be responsible for meeting any and all claims (including legal costs) subsequently made against us because of your actions or the actions of your party together with all costs we incur in pursuing any claim against you.

18. Assignment of claims

In the event that you or a member of your party has a direct legal claim against a Service Provider for a refund, compensation or other loss or damage, and we agree to pay such sum to you (whether as a result of a concurrent legal obligation which we have to you or otherwise), you agree that upon such payment being made you shall assign your rights, title, interest, and benefit in and to such legal claims to us upon our request. You agree that you will not assign or otherwise transfer any of your legal rights or claims against us which arise out of or are in connection with your booking or these Terms and Conditions except as otherwise permitted in these Terms and Conditions.

19. Chargebacks and claims against Service Providers

You agree that if you initiate a Chargeback, or a claim under Section 75 of the Consumer Credit Act 1974, or make a demand for payment from a Service Provider (which may be satisfied by the payment of cash, issue of vouchers or as otherwise agreed between you and the Service Provider), we shall be entitled to take such steps as we consider reasonable to ensure that you are not paid twice for the same claim. This may include suspending any obligations we may have to pay you under these Terms and Conditions (or otherwise) until the Chargeback or claim against the Service Provider has been finally determined and the time limit for any challenge or appeal has expired.

20. Excursions

We do not sell excursions or organise activities. We have no involvement in any such activities or excursions which are neither run, supervised nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. We do not have any responsibility or liability whatsoever for anything which may go wrong on a resort booked excursion and cannot accept any liability on any basis in relation to such activities or excursions.

21. Copyright and Trademark Notice / Intellectual Property Rights

All content, including but not limited to trademarks and taglines identifying us or our affiliates, graphics, images, content, button icons, and service names are solely our property, that of our operating companies, or others. All content on this website is protected by national and international copyright laws and treaties. Nothing on this website should be construed as granting a licence or right to use any trademark displayed on this website, without the written permission of the trademark owner.

Other than browsing and using the website for its intended purpose, you may not in any way duplicate, distribute, modify, remove, delete, add to, publish, transmit, or in any way exploit any of the content of this website, in part or in whole, except when expressly authorised in writing by us.

You may not use our logo for any purpose whatsoever, unless the intended use of the logo is to promote the services of this website or approved by us in writing.

We reserve the right to seek all remedies available at law, in equity or under international copyright laws for violations of these Legal Terms, including the right to block access from a particular internet address to the website.

22. Entire Agreement

These Terms and Conditions set out the entire agreement and understanding between you and us in connection with your booking and supersede any prior representations, agreements, conditions, negotiations and undertakings whether made orally or in writing.

23. Law and Jurisdiction

These Terms and Conditions are governed by English law and the courts of England and Wales have exclusive jurisdiction over any dispute or matter arising out of these Terms and Conditions (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scottish or Northern Irish law, as applicable).

Questions?

If you have any questions, please email reservations@chicretreats.com