

1. Contract

We, Hotelplan Ltd trading as Interhome will act as an agent in the booking of your accommodation. These terms of business set out the basis on which we arrange your accommodation with the Principal. Your contract will be with the owner of your chosen accommodation (referred to from now on as the Principal). Any actions we take in accordance with these terms of business, or requirements we set out, are done on their behalf. As agent, we do not accept responsibility for the provision of the accommodation by the Principal with whom you have a contract.

2. Prices

The Principal in agreement with us reserves the right to alter any of the advertised accommodation prices. You will be advised of the current price of the accommodation that you wish to book before your contract is confirmed.

3. Making a booking and payment

When you have chosen your accommodation and you make a request to us to book it, you must pay a deposit of 30% of the cost or the full amount if you are booking within 6 weeks of your arrival date. Your booking is confirmed and a contract between you and the Principal exists when a confirmation eMail or invoice is issued by us on behalf of the Principal. Please check your confirmation carefully and report any incorrect or incomplete information to us immediately as there will be a fee for later alterations or cancellations. 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.

If you have paid a deposit, you must pay the full balance at least 6 weeks before arrival. If full payment is not received by the balance due date, the Principal reserves the right to cancel your booking and charge the cancellation fees, loss of deposit, as set out in Clause 7. Payments by credit card will attract a credit card fee of 2.25%.

4. Your responsibility for your booking

When you make a booking you guarantee that you are 18 years and have the authority to accept and do accept on behalf of your party these terms of business. This means that you are responsible for making all payments due, notifying us if any changes or cancellations are required and for receiving the confirmation and keeping your party informed.

5. Special Requests

If you have any special requests please let us know at the time of booking. We will pass on all such requests to the Principal, but we cannot guarantee that they will be met and we will have no liability to you if they are not.

6. Insurance

It is your responsibility to ensure that you are adequately insured. We strongly recommend you take out insurance to cover against cancellation charges and assistance (including repatriation) in the event of accident or illness plus cover for accidental damage to the owners' property. However, we can arrange a cancellation guarantee for you at 3% of the rental cost which will cover you against the cancellation charges should you have to cancel before the holiday departure date due to illness or death and can provide a medical certificate or death certificate to support your claim. You must contact us prior to effecting this cover in relation to any pre-existing medical conditions. Cover for pre-existing medical conditions will only be accepted following our acceptance in writing. Psychological or psychiatric disorders, stress, anxiety or depression are not covered. We can also arrange full holiday insurance for you.

7. If you want to change or cancel your booking

Any cancellation or amendment request must be sent to us to pass on the Principal in writing, by eMail, fax or post, and will take effect on the day we receive this during the hours of 9am to 5.30pm. We recommend that you obtain proof of posting from your Post Office or send eMails requesting a "read receipt". You will be liable to pay the Principal cancellation or amendment charges shown below.

More than 43 days before arrival date = 10% of the cost
42 – 29 days before arrival date = 50% of the cost
28 – 2 days before arrival = 80% of the cost
1 day before, arrival date or after = 100% of the cost

In the case of amendment you will also be liable to us for an administration fee of £20 plus any cancellation or upgrade charges which may be imposed by the Principal.

8. Changes or cancellations by the Principal

The Principal reserves the right to cancel the booking at any time but will not do so after the balance due date unless by reason of

Force Majeure. We will inform you as soon as reasonably possible. If the Principal offers alternative accommodation or a refund, you will need to let us know your choice within the time frame stipulated. If you fail to do so the Principal is entitled to assume you wish to receive a full refund.

9. Responsibility for your booking

Your contract is with the Principal. Our responsibilities are limited to making the booking in line with your instructions. We also do not accept responsibility for any information about the accommodation provided by the Principal and passed on to you in good faith. The Principal takes great care in selecting, inspecting and grading properties.

10. You indemnify us in the event of damage caused by you

Please be aware that your stay can be terminated, with no refund, if the behaviour of your party falls below an acceptable standard. The Principal will also often require you to pay for any damage you cause to the accommodation. We are under no obligation to you if any event such as this occurs. You agree to indemnify us for the full amount of any claim (including all legal costs) made against us by the Principal or any third party as a result.

11. Complaints

If you have a problem whilst on holiday, this must be reported to the local agent or key holder immediately. Acting as agent, we will offer you our assistance in resolving the matter. Please contact us immediately if the local key holder or agency is unable to solve the problem. If you fail to follow this procedure there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances.

If you wish to complain when you return home, write to us and we will pass your complaint to the Principal who will deal with you directly. Please keep your letter concise and to the point. This will assist to quickly identify your concerns and speed up the response to you.

If the matter cannot be resolved and if the complaint involves us and this cannot be resolved then it can be referred to the arbitration scheme arranged by ABTA.

12. ABTA

We are a member of ABTA, membership number L3546. We are

obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you an arbitration scheme for the resolution of disputes arising out of, or in connection with this contract. Further information on the Code and arbitration can be found at www.abta.com.

The arbitration scheme is administered independently by IDRS, part of the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element.

The application for arbitration and Statement of Claim must be received by IDRS within nine months of the date of your return from holiday.

13. Privacy and your personal information

The booking information that you provide to us will be passed on only to the Principal or other persons necessary for the provision of your accommodation. The information may therefore be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary and religious requirements. Certain information may also be passed on to security or credit checking companies. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass this information on as above, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.

14. Law and Jurisdiction

These terms of business are governed by English law and the courts of England and Wales have jurisdiction (unless you live in Scotland or Northern Ireland, in which case you can bring proceedings in your local court under Scots or Northern Irish law, as applicable.)