

BOOKING TERMS

Agency Terms and Conditions

Except where otherwise specified, we The Lithos Properties Ltd registered in Cyprus under company number HE326598 (“we”, “us”, “our”) 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 services or arrangements you purchase (“arrangements”) or for the acts or omissions of any supplier(s) or other person(s) or party(ies) connected with any arrangements.

For all arrangements, your contract will be with the supplier of the arrangements in question (“Supplier(s)”). When making your booking, we will arrange for you to enter into a contract with the applicable Supplier(s) of the arrangements. Your booking with us is subject to these Agency Terms and Conditions.

By making a booking with us, you agree that you:

- a. have read these Agency Terms and Conditions and agree to be bound by them;
- b. consent to our use of your information in accordance with our Privacy Policy;
- c. 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; and
- d. accept financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

1. Booking and Payment

In order to book your chosen arrangements, you must pay a deposit as required by the Supplier of the arrangements in question. Please check our website where you will see the exact deposit required to book your chosen arrangements. You will also be advised of the specific deposit applicable to your chosen arrangements during the booking process. If you are booking within 12 weeks of departure, full payment will be required by our Suppliers at the time of booking. Your booking is confirmed, and a contract between you and the Supplier will exist when we send you written confirmation on their behalf.

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 a 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 by the balance due date notified to you. If you pay your deposit by card, we will use the same card details to automatically charge any other interim payments or balance payments due, on the date/s that they are due and thereafter we will send you written confirmation. If full payment is not received within 7 days of the balance due date, we will notify the Supplier

who may cancel your booking and charge the cancellation fees set out in Section 4 below.

Except where otherwise advised or stated, all monies you pay to us for arrangements will be held on behalf of the Supplier(s) concerned and forwarded on to the Supplier in accordance with our agreement with the Supplier.

Payments can be made securely by Visa, MasterCard, Debit Card or bank transfer.

Please Note: For bookings made within 2 months of the booking start date, payment in full and by bank transfer is required. Payment by credit card may be accepted subject to clearance of our credit card fraud checks.

2. Insurance

It is a condition of booking that you take out personal travel insurance for all members of your party. It is your responsibility to ensure that the insurance you purchase is adequate and appropriate for your particular needs. Please read your policy details on receipt and take them with you on holiday.

3. Special Requests

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

4. Changes and Cancellations by you

Any cancellation, partial 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. Proof of posting is not proof of receipt; therefore, you are advised to also confirm all changes to our Customer Services Department by telephone. Please ensure that you have received written confirmation of any changes to your booking prior to travel. Whilst we will try to assist, we cannot guarantee that such requests will be met.

Cancellation charges imposed by our Suppliers is 100% of the cost of the arrangements whether cancelled in whole or in part. Any agreed amendments (change of dates, change in lead name etc.) are subject to a £50 administration fee. All bookings once confirmed are non-refundable.

For wedding arrangements, in the event that you wish to cancel the arrangements, there is no refund of any monies paid. If you wish to change the wedding date after it has been confirmed and the initial deposit has been paid, an administration fee of £250 will apply to make the requested date change. Additional costs may also be levied by the wedding suppliers, depending on the amount of notice given for the change. All date-change requests are subject to availability.

5. Changes and Cancellations by the Supplier

We will inform you as soon as reasonably possible if the Supplier needs to make a significant change to your confirmed Arrangements or to cancel them. We will also liaise between you and the Supplier in relation to any alternative arrangements offered by the Supplier, but we will have no further liability to you. Please Note – our Suppliers issue

full refunds in the event that they are required to cancel your arrangements.

6. Our Responsibility for your Booking

Your contract is with the Supplier and its booking conditions apply. As an agent, we accept no responsibility for the actual provision of the arrangements. 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 the commission we earn 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 whilst acting in the course of their employment.

7. Visa, Passport and Health Requirements

It is at all times your responsibility to ensure that you comply with all passport and visa requirements applicable to your booking. Requirements may change, and you are therefore strongly recommended to check the up to date position with the Supplier of the arrangements, Passport Office, Cyprus Flight Pass, appropriate embassy or consulate or your doctor as applicable in good time before departure.

8. Property Issues

In the event any issue should occur with the Property, guests shall immediately notify the Supplier or the Supplier's local Property Manager to correct the issue. The Agent/Guest shall allow the Supplier or their Property Manager reasonable time, under the circumstances, to remedy the issue. If the Supplier/Property Manager is unable to rectify the issue, the Guest shall immediately contact Lithos Properties Ltd, on + 357 99620610 / +357 99260257 or by email to info@lithosvillas.com

Failure to give notice of a complaint when it occurs during the rental period and/or failure to remain in contact by telephone while providing the Supplier or their Property Manager and Lithos Properties Ltd an opportunity to remedy the complaint during the rental period will void any claim. Whenever possible, guest complaints will be settled and an agreement reached, prior the guest vacating the property. Complaints lodged only after the rental period will not be considered.

In the event of issues with the property, the Guest/Agent will provide Lithos Properties Ltd with photos and a detailed description of the issue. Only by doing so will Lithos Properties Ltd be able to assist the Guest/Agent in negotiating any compensation with the Supplier. In no case will The Lithos Villas be held responsible for complaints reported after the departure from the villa.

9. Complaints

Because the contract for your arrangements is between you and the Supplier, any queries or concerns should be addressed to them.

If you wish to complain when you return home, you should write to the Supplier. You will see their name and contact details in any confirmation documents we send you.

Equally, should the supplier have any complaint against you, we will provide the supplier with your contact details so that they may communicate with you directly.

If you wish to complain about our service, you can upload your complaint through the European Commission's ODR platform. You will find the platform for online dispute resolution here: <http://ec.europa.eu/odr>.

Please note that we do not offer an alternative dispute resolution service.

10. Security Deposits

A security deposit may be required by the Supplier to cover the cost of any damage, breakages or any extra cleaning required at the property. If a security deposit is required, it will be set out in the property details on our website, or we will otherwise advise you in writing. The security deposit will either be required to be pre-paid or paid to the Supplier or their authorised representative upon arrival. The Supplier reserves the right to refuse entry to the property should the security deposit not be paid.

The cost to repair any damage, breakages or extra cleaning, will be deducted from the security deposit, by the Supplier and the balance will be returned to you. If the security deposit paid by you is not sufficient to cover the cost of the damage, the Supplier is entitled to recover any additional costs from you.

If we are instructed on behalf of the Supplier to collect the security damages deposit in advance, the Supplier will authorise us to return all or part of the security deposit (minus any appropriate charges) within 10 working days of departure. Delays may also arise whilst waiting for estimates for repair of damage (if applicable). We will endeavour to ensure all security deposits are returned, on behalf of the Supplier, within 75 days of departure.

Refunds will be made by either of the following methods:

Refund to the card initially used to make the payment. The refund to your card usually takes 10-14 working days to show on your card statement however please allow up to 30 days.

or

by Bank transfer in GBP to a UK bank account. If payment is required by bank transfer internationally i.e. outside of the United Kingdom, then the cost of the international bank transfer fee of GBP 20 will be deducted from the payment amount.

If you pay the security damages deposit directly to the Supplier, then the Supplier will arrange to meet you on the day of your departure to check the property and thereafter to return to you the security deposit as required.

In the unlikely event that any dispute as to the cost of the final charges to be deducted from the security deposit arises you must liaise with the Supplier directly to try and resolve the issue amicably together. Until such time as the dispute is resolved, we will continue to hold the deposit monies as agents and will only release them or any part once the dispute has been amicably resolved and we receive written authority to release the agreed funds by the Supplier.

11. Check-in and Checkout times

The check-in and check-out times imposed by our Suppliers are ordinarily as follows:

- (a) Check-in after 3pm on the day of arrival; and
- (b) Checkout by 11am on the day of departure.

If these times differ, it will be stated on the property page on our website under the 'rates section' and in our booking correspondence.

12. Use of the Property

The use of the Property is strictly as a private holiday residence. The property manager and/or the supplier of the Property has the right to evict a guest and terminate the booking if found in breach of contract. This can include overcrowding, intoxication and unsavoury behaviour, physical or verbal assault, wilful damage to the Property, any incident which results in the police attending the Property, any behaviour posing a threat to others, ignoring advice to reduce excessive noise, use of illegal substances or flammable fluids such as explosives or fireworks, smoking within the Property or bringing pets of any kind or having a party without the prior consent of the supplier. No refund will be given for any unused nights.

13. Law and Jurisdiction

These Terms and Conditions are governed in all respects by Cyprus Law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with these Conditions will be dealt with by the Courts of Cyprus only.

14. Documentation & Information

All descriptions and content on our website or otherwise issued by us is done so on behalf of the Supplier(s) in question are intended to present a general idea of the services provided by the Supplier(s) in question. Not all details of the relevant services can be included on our website. All services shown are subject to availability. If you require any further details, in respect of any accommodation or any other services please contact us.

15. Discount Vouchers

Only one voucher can be used per booking. Discount Vouchers cannot be combined with any other discounts.

16. COVID-19

This section applies to accommodation bookings affected and cancelled under force majeure and will only apply if access to your booked accommodation is not possible because it is quarantined or located in a quarantined area, or because of an emergency travel restriction placed upon Cyprus which does not permit you to enter into the country.

In the event of your booking being cancelled due to force majeure, COVID-19 pandemic, customers will be offered to either change the dates of their booking (subject to availability) or be given a voucher for 100% of the monies that they have paid to use against a future booking at the same property that they originally booked, to be used to

be within 12-months from the original arrival date. Vouchers are not exchangeable for a cash refund.

17. Occupancy

The maximum occupancy of any property will be no more than the number specified on the booking and shall at no time exceed the maximum stated for the property.

18. Building Works

Lithos Properties Ltd takes no responsibility for any noise or disturbance outside the property, which is beyond the control of the supplier. In the event that we receive prior notification of any nearby building works or disruption, we will advise you immediately and will assist in finding an alternative property if required. If an alternative is offered at a higher price, you will need to cover the **additional cost**.

19. Extra Terms & Conditions For Wedding Arranged by Lithos Properties Ltd

Wedding arrangement bookings are a separate contract from any other bookings that you may make with us and these terms and conditions will apply.

Upon receipt of your confirmed acceptance of our proposal, we will register your names and date with the town hall or church and send you an invoice by email or fax.

You must then pay a minimum deposit of £600 GBP so your wedding will be booked and confirmed. The sum of the deposit required will be dependent on the chosen wedding package and we will advise you of this sum before proceeding. Thereafter 30% of the remaining balance is normally required to be paid 6 months before your wedding date, however, this depends on how far in advance your wedding is booked, and the appropriate time frame will be confirmed at the time of booking. Any remaining balance is to be settled in full 2 months before the wedding date.

If any of the balance payments are not received by the agreed due dates, then we reserve the right to cancel the booking and make the date available to other clients. In this case, no monies will be refunded.

In the event that you have to cancel your booking, whether voluntarily or involuntarily, a partial refund will be made representing 50% of the monies paid to date, excluding the initial deposit which is non-refundable, so as to cover part of the cost of our wedding planning/administration services carried out between the date that the booking is made and the date of the cancellation. For bookings cancelled within 60 days of the wedding date, there is no refund given.

For your own protection, we recommend you take out wedding insurance beforehand.

All cancellations must be submitted to us in writing, either by email, fax or post and will be effective from the date of receipt by us.

If you wish to change the wedding date after it has been confirmed and the initial deposit has been paid, an administration fee of £250 will apply to make the requested date change. Additional costs may also be levied by the wedding suppliers, depending on the amount of notice given for the change. All date-change requests are subject to availability.

You are responsible for ensuring that you are in possession of all legal and travel documents required for your wedding and that they are valid and correct.

Whilst every care is taken in choosing the photographs and compiling the information on this website, they are representative and for guidance only. Whilst we are committed to providing the best possible service to our customers, Lithos Properties Ltd cannot be held responsible for not providing the exact representation shown herein.

Our packages are flexible and should an item in the chosen package not be required we are happy to make a deduction at the time of booking for the non-use of any service as shown [here](#) (opens a PDF document in a new window)

In the event of you wishing to remove any of the package item/s after the booking has been created and the services have been pre-booked by ourselves, then in addition to the item cost shown in our non-use of services price table, there will be an additional 10% cancellation fee charged.

In the event of you cancelling any other additional services which you have requested, which we have subsequently arranged/booked, a cancellation fee of 10% of the total cost of this additional service will apply.

20. Property Inspections

We charge a small fee to visit each property to cover a portion of our time and travelling costs.

If you wish to arrange to visit any of our properties, please contact us in advance to make the necessary arrangements.