

## **Extra Holiday Booking Terms and Conditions**

Effective Date: 1<sup>st</sup> April 2021

- 1.1. These Terms and Conditions, together with our cookie policy and privacy policy and any other written information we brought to your attention before we confirmed your booking ("Booking Conditions"), form the basis of your contract to rent accommodation in a resort ("Affiliated Resort") with **RCI Europe** or where applicable, its affiliated or related entities, associates, or partners, or any company or companies within the Travel + Leisure Co. group of companies ("RCI", "we", "us" or 'our'). In these Terms and Conditions, references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person who is added to a booking or to whom a booking is transferred.
- 1.2. Please read the Booking Conditions carefully as they set out our respective rights and obligations. Please note that these Booking Conditions deal with rental of holiday accommodation only and not with exchange transactions or your RCI membership.
- 1.3. In order to make a booking you must be an RCI Member. By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:-
  - 1.3.1. they have read these Booking Conditions and they have the authority to agree and does agree to be bound by them;
  - 1.3.2. they consent to our use of information in accordance with our Privacy Policy;
  - 1.3.3. they are a current RCI Member and their membership has not been terminated or suspended.
  - 1.3.4. they are over 18 years of age (or over 21 in the case of bookings of accommodation in the USA) and where placing an order for services with age restrictions declare that they and all members of the party are of the appropriate age to purchase those services.
- 1.4. **Please note that RCI does not offer any scheme of financial protection in respect of any bookings made.**
- 1.5. **RCI does not provide transport services and nor does it act as an "organiser" as set out in The Package Travel and Linked Travel Arrangements Regulations 2018**
- 1.6. We may make changes to these Booking Conditions from time to time. In the event any changes we make have a material impact on existing bookings, we will communicate those changes to members who have a current booking with us. All subsequent bookings will be governed by the most up to date version of the Booking Conditions.

## **2. Booking and Paying For Your Accommodation Arrangements**

- 2.1. A booking is made with us when (a) the required payment is made and b) we issue you with a booking confirmation. A binding contract will come into existence between you and us once we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you via email. Upon receipt, if you believe that any details on the confirmation (or any other document) are wrong you must advise us **immediately** as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).

### **3. Availability of Arrangements**

- 3.1. Our ability to confirm a booking is dependent on the availability of accommodation at the time of booking. We therefore cannot guarantee that any particular request for an Affiliated Resort, area, travel date, type or size of accommodation, or otherwise will be met. However, we will offer you alternative choices which may be available at the time.

### **4. Special Requests**

- 4.1. Any special requests relating to your booking must be made by you in writing directly with the Affiliated Resort. We are unable to guarantee any special requests made to us at the time of booking. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part.

### **5. Disabilities and Medical Problems**

- 5.1. We are not a specialist disabled accommodation provider, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your stay, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we may cancel it and impose any applicable cancellation charges when we become aware of these details.

### **6. Insurance**

- 6.1. **Adequate travel insurance is vital and you should ensure that appropriate cover is in place.** If you choose to travel without adequate insurance cover, we will not be liable for any losses that result and in respect of which insurance cover would otherwise have been available.

### **7. Accuracy and Prices**

- 7.1. **We endeavour to ensure that all the information and prices on this website are accurate; however, we reserve the right to alter any of our advertised accommodation prices at any time. You must check the current price and all other details relating to the accommodation that you wish to book immediately before your booking is confirmed.**
- 7.2. We reserve the right to amend or vary the price of unsold accommodation at any time and/or correct any errors (whether in description, price or otherwise).
- 7.3. The price of your confirmed accommodation may be subject to changes arising from government action such as changes in VAT, other applicable sales taxes or any other government imposed changes; and to changes in currency exchange rates either or both of which may result in a variation of your accommodation price.

### **8. Changes by You**

- 8.1. If you wish to change any part of your accommodation arrangements after our confirmation

invoice has been issued (including without limitation the date(s) of the booking), you must inform us in writing as soon as possible. This should be done by the first named person on the booking.

- 8.2. Whilst we will try to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs are likely to increase the closer to the departure date that changes are made and you should therefore contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. In this case a cancellation fee/charge may be payable as set out in these Booking Conditions and any money you have already paid may not be refunded.
- 8.3. Please also note that airline and other transport tickets are unlikely to be refundable and that you may need to buy new tickets at a higher price. You must deal with your transport supplier in this regard.

## 9. **Going Home Early**

- 9.1. If you are forced (or choose) to return home early, we cannot refund the cost of any accommodation you have not used. If you cut short your arrangements and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation provided, we will not offer you any refund for that part of your accommodation not used, nor can we be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

## 10. **Cancellation by You**

- 10.1. You may cancel your booking at any time prior to departure upon payment of a cancellation fee as set out in this paragraph.
- 10.2. **A full refund of the total cost of your booking will be made to you if you contact RCI to cancel your booking within 24 hours of your booking being confirmed (“Grace Period”).** Your notice of cancellation will only take effect when it is received by us. You can tell us you want to cancel by contacting us in any of the ways explained on your booking confirmation.
- 10.3. Where you choose to cancel your booking, we incur costs which increase the closer to departure date that cancellation is made by you. Therefore, once the Grace Period has passed, you agree to pay the applicable cancellation fee set out in **Table 1** (for bookings made before 1 April 2021) or **Table 2** (for bookings made on or after 1 April 2021):

**Table 1 (Effective Before 1 April 2021)**

No.	Number of days before check-in date when cancellation notice is received by RCI	Cancellation Fee
1.	91 days or more	25% of total cost of booking
2.	90 to 61 days	50% of total cost of booking
3.	60 to 31 days	75% of total cost of booking

4.	30 days or less	100% of total cost of booking
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**Table 2 (Effective On and After 1 April 2021)**

No.	Number of days before check-in date when cancellation notice is received by RCI	Cancellation Fee
1.	46 days or more	0% of total cost of booking
2.	31 to 45 days	15% of total cost of booking
3.	30 days or less	100% of total cost of booking

- 10.4. If one or more member(s) of your holiday party cancel(s) and the occupancy level decreases, the full price per apartment will still be payable by the remaining occupants.
- 10.5. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. We will deduct the cancellation charge(s) from any monies you have already paid to us. No refunds will be given for any passengers who do not occupy the accommodation or for any unused services.
- 10.6. Please note that the above cancellation policy does not apply to certain promotional offers and where this is the case only cancellations made within the Grace Period may qualify for a refund. We will let you know where this applies (whether in campaign terms or otherwise).

#### **11. Guest Certificates**

- 11.1. In the event the RCI Member is unable to travel on the booking, the RCI Member may purchase a Guest Certificate from us for the Guest Certificate fee current at the date of issue. The Guest Certificate enables a friend or family member to travel in the place of the RCI Member on the booking.
- 11.2. Additional terms may also be applied to Guest Certificates and their use from time to time.
- 11.3. Please read your Guest Certificate carefully. Members should ensure that Guests check all the details on their Guest Certificate carefully and notify us as soon as possible if anything is incorrect.
- 11.4. Guest Certificates can only be used by the person(s) named on them at least one of whom must be over the age of 18. Additional people may travel with the named individual(s) on the Guest Certificate provided that the number of persons does not exceed the maximum occupancy limit on the exchange confirmation.
- 11.5. Guest Certificates are non-transferable and must not be used for any commercial purpose, including rental, sale or onward exchange to a third party. RCI may cancel any Guest Certificates it believes have been sold or otherwise used for any commercial purpose and/or any confirmed exchange(s) to which the Guest Certificates in question relate. In such circumstances RCI shall have no obligation to pay any refund.
- 11.6. The use of Guest Certificates is also subject to any conditions, restrictions, limitations or charges imposed by the relevant Affiliated Resort.
- 11.7. Members are liable for all acts, omissions and/or defaults of their Guests whether accompanied

by them or not including for any damage caused by them or expenses unpaid by them, for any charges relating to the booking or its cancellation, for occupation of the accommodation by more than its maximum occupancy and for replacing any missing items.

- 11.8. In the event you cancel your booking and there is a Guest Certificate in place for the booking, the Guest Certificate Fee shall be refunded to you in full if the date we receive the cancellation notice from you in writing is 61 days or more prior to the date of departure of your booking.

## 12. If we Change or Cancel your Accommodation Booking

- 12.1. **Special Note: When two or more consecutive weeks have been booked at an Affiliated Resort you may be required to move from one apartment to another for any second or any subsequent week.**
- 12.2. It is unlikely that we will have to make any changes to your accommodation arrangements, but occasionally, we may have to make changes and we reserve the right to do so at any time. We also reserve the right in any circumstances to cancel your accommodation arrangements. Your rights in relation to changes we make depend on whether we make a **minor** or a **major** change: Examples of "**major changes**" include the following when made before departure; a significant change of destination for the whole or a large part of your time away *or* a change of accommodation to that of a lower standard or classification for the whole or a large part of your time away. An example of a "**minor change**" would include a change of accommodation to another of the same standard or classification. We will not have any liability to you or any individual travelling on your booking if we make any **minor changes**.
- 12.3. If we have to make a major change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of i) (for major changes) accepting the changed arrangements or (for both major changes and cancellations) ii) accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value). You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.
- 12.4. The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of any change or cancellation by us. The above options will not be available if we make a minor change or if we cancel as a result of your failure or breach (including your failure to make full payment on time) or where the change(s) or cancellation by us arises out of alterations or changes to the confirmed booking requested by you.
- 12.5. In the event of a Force Majeure, we may change or terminate your arrangements after departure. If this situation does occur, we shall be under no duty, obligation or liability to make any refunds (unless we obtain any from our suppliers) whether for money or for money's worth, pay you compensation or meet any costs or expenses you incur in connection with such change or termination of your arrangement.

## 13. Force Majeure

- 13.1. Except where otherwise expressly stated in these booking conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid.

These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, volcanic and geological events, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s)' control. Advice from the UK Foreign Office to avoid or leave a particular country may constitute Force Majeure. Without limitation, we will follow the advice given by the UK Foreign Office.

#### **14. Our Responsibility for Your Booking**

- 14.1. We have a duty to select the accommodation providers with reasonable skill and care. We have no liability to you for the actual provision of the accommodation, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the provider with reasonable care and skill, we will have no liability to you for anything that happens at the accommodation or any acts or omissions of the provider or others.
- 14.2. We also have no liability in the following situations:
  - 14.2.1. where the accommodation cannot be provided as booked due to circumstances beyond our control or due to force majeure.
  - 14.2.2. where you incur any loss or damage that could not have been foreseen at the time of your booking, based on the information provided by you.
  - 14.2.3. where you incur any loss or damage that relates to any business activity.
  - 14.2.4. where any loss or damage relates to any services which do not form part of our contract with you.
  - 14.2.5. where services or facilities do not form part of our agreement or where they are not advertised on our website. For example, any excursion you book whilst away, or any service or facility which your accommodation supplier or any other supplier agrees to provide for you.
- 14.3. If we are found liable to you on any basis, we limit the amount we have to pay you to a maximum of three times the cost of your accommodation. This limit does not apply to cases involving death or personal injury.

#### **15. Building and Development Work**

- 15.1. Although you may be on holiday, life will be going on around you as normal. This may include noise and inconvenience from building or road works and traffic. We will notify you of any building/refurbishment works which may reasonably be considered to seriously impair the enjoyment of your stay which we are aware of as soon as possible. Please note services and facilities may also be affected by maintenance, bad weather and other similar factors, all of which are beyond our control. We recommend you contact the local tourist information office at your destination for the latest details.

#### **16. Complaints**

- 16.1. We make every effort to ensure that your accommodation arrangements run smoothly but if you do have a problem during your stay, please inform the accommodation supplier immediately who will endeavour to put things right. If your complaint is not resolved locally,

please contact us promptly as follows:

- 16.1.1. For any issues with your booking prior to the date of travel (other than cancellation) or whilst you are in resort on holiday please contact [Helpdesk2@rci.com](mailto:Helpdesk2@rci.com) which is manned by our Customer Care team Monday – Saturday, 8.30am-5.00pm.
  - 16.1.2. For any issues with your accommodation whilst you are in resort on holiday outside of the Customer Care team support hours, please contact reception at your resort who will endeavour to put things right. If they are unable to do so they will contact RCI directly.
  - 16.1.3. If the problem cannot be resolved whilst you are on holiday and you wish to complain further on your return, you can call one of our RCI Guides who will be happy to help, or send written notice of your complaint to us by email at [customerservices@europe.rci.com](mailto:customerservices@europe.rci.com) or write to us at Extra Holidays, RCI, Ground Floor, Western Unit, Blackrock Business Park, Bessboro, Blackrock, Cork, Ireland within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep any correspondence concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.
- 16.2. Failure to contact us promptly will affect ours and the accommodation supplier's ability to investigate your complaint, and may affect your rights under this contract.

## 17. Guest Behaviour

- 17.1. You must comply with the Affiliated Resort's rules, safety requirements and by-laws. If in our opinion or in the opinion of any hotel manager or 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 third party or damage to property, we reserve the right to terminate your accommodation arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the accommodation supplier prior to departure from the accommodation. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other individuals who have no connection with your booking arrangements or with us.

## 18. Use of the accommodation

- 18.1. The total number of people (babies and children included) occupying your accommodation must not exceed the maximum occupancy of the apartment set out in the booking confirmation; otherwise, the Affiliated Resort may refuse access or levy an additional charge. You accept the fact that accommodation may vary in unit size, design, fixtures, furnishings, amenities and facilities.
- 18.2. You and the other members of your holiday party are responsible for payment of any and all applicable taxes, personal expenses, utility charges, such as electricity, water and telephone,

security deposits and other fees or charges levied by an Affiliated Resort on occupiers of accommodation for the use of amenities and facilities thereto. In some US states a local sales tax may be payable by you on arrival at or departure from the accommodation.

- 18.3. If you are going to arrive outside the check-in day and/or time set out in your confirmation, you should contact the Affiliated Resort directly to make alternative check-in arrangements. The Affiliated Resort may levy a charge or impose other conditions for any accommodation not covering the days or times specified on the confirmation.

## 19. **Passport, Visa and Immigration Requirements and Health Formalities**

- 19.1. It is your responsibility to check and fulfil the passport, visa, customs, currency, health and immigration requirements applicable to your accommodation booking. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.
- 19.2. Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information UK citizens should contact the Passport Office on 0870 5210410 or visit [www.passport.gov.uk](http://www.passport.gov.uk).
- 19.3. **Special conditions apply for travel to the USA**, and all passengers must have individual machine readable passports. Please check [www.usembassy.org.uk](http://www.usembassy.org.uk). For European holidays you should obtain a completed and issued form EHIC prior to departure.
- 19.4. Up to date travel advice can be obtained from the UK Foreign and Commonwealth Office, visit [www.fco.gov.uk](http://www.fco.gov.uk)
- 19.5. **Non British passport holders**, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling,
- 19.6. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, customs, currency or immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration, currency or customs requirements or health formalities.

## 20. **Jurisdiction and applicable law**

- 20.1. These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

## 21. **Affiliated Resorts**

- 21.1. Information about Affiliated Resorts, including without limitation available information about facilities, amenities and services, published by RCI is based on information obtained from the

relevant Affiliated Resort. You should be aware that facilities, amenities and services provided at the Affiliated Resort may not necessarily be available or may be restricted at certain times of the year. Accordingly, although RCI makes reasonable efforts to ensure that resort information provided by RCI is accurate and complete as of the date such resort information is provided by RCI to you, subject to these booking conditions, RCI cannot accept responsibility for any inaccurate, incomplete or misleading information about any Affiliated Resort provided to you. RCI makes no warranty or representation (other than any made in writing by RCI) about any Affiliated Resort. You are free if you wish to make your own enquiries on such matters. RCI do not own or manage any Affiliated Resorts. They are separate and distinct entities and RCI has no joint venture, partnership or agency relationship with any of them. The products or services that are provided or sold by Affiliated Resorts, including but not limited to excursions, activities, transport and accommodation are also separate and distinct.