

PURPLE SUMMER

2022

Further Information
and
Booking Form

PURPLE SUMMER BOOKING TERMS & CONDITIONS

1. Terms and expressions used in these Booking Terms and Conditions

In these booking terms and conditions "we" and "our" are references to Purple Summer Limited and "you" and "your" are references to the villa party or any member of the villa party (including the party leader) as the context may require, and the following other words and expressions shall have the following meanings:

"villa accommodation" means accommodation in a Purple Summer villa, or one of our partner villas, together with any meals, drinks and other services referred to in the website as being included in the villa price;

"villa price" means the price for the entire villa for a particular villa and for the period of stay specified in the website;

"villa party" means those named in the booking form (or added to the booking subsequently) , collectively or any member of the villa party individually as the context may require;

"party leader" means the person making the booking by submitting the booking form;

"other service" means any service, other than villa accommodation, received by any member of the villa party whether or not provided by, or arranged by, us (including without limitation, insurance services, medical services, transport, excursions, sports equipment hire and sports lessons, childcare);

"website" means www.purplesummer.com.

2. The Booking Form

The party leader must be authorised to make the booking in accordance with these booking terms and conditions on behalf of all members of villa party. By submitting the booking form you warrant as party leader that you have that authority, and confirm the agreement of all members of the villa party to be bound by these booking terms and conditions. This warranty extends to any persons you may add to the booking subsequently. As party leader you must be over the age of 18 years at the time of submitting the booking. The party leader is responsible for the total villa price and any additional charges and for making all payments due to us.

3. Prices

Villa prices are for villa accommodation as defined in paragraph 1. above and do not include other services. Where we offer to provide, or do provide, any other service to you, this shall be taken at your option and be separately priced, and in every case may be taken or cancelled (as may be permitted under the terms stated by us for such other service) without affecting the provision of the villa accommodation. Other services provided by third parties are subject to paragraph 10. below. In all cases, bookings are for an entire villa. If subsequent to booking any member of the villa party cancels, the total villa price must nevertheless be paid. If subsequent to an entire villa booking you reduce the occupancy and do not wish to pay for empty beds then we, at our discretion, will deem the booking for the entire villa to be cancelled, and the cancellation charges, indicated in paragraph 13, will apply to the total villa price.

4. Deposits

The deposit is 25% of the total villa price and is not refunded under any circumstances save for a full refund pursuant to paragraph 11. below.

5. Balance

The balance of the total villa price is payable eight weeks prior to the commencement of the period of stay or in full if booking is made within nine weeks of the commencement of the period of stay. The total villa price must be received by us in cleared funds prior to the villa party's arrival at the villa. Villa accommodation booked within two weeks of the date the period of stay commences must be paid for by credit transfer or cash to our bank at your expense. We are not able to accept payment of the balance of the cost of your stay by credit card.

6. Price Guarantee

We do not impose currency surcharges. Once the villa accommodation has been booked our Euro price will not change even if the value of the Euro falls.

7. Credit/Debit Cards

This facility is provided by our French branch, which means that the transaction will be charged in Euros. All payments can be paid by credit card free of service charge with the exception of balance payments. As of 1st January 2018 we are no longer accepting the payment of villa holiday balances by credit card. We regret we are not able to accept payment by Switch, American Express or Diners.

8. Bookings

All villa accommodation is offered subject to availability. No booking is deemed to exist until a fully completed booking form has been received along with the appropriate deposit and we have confirmed the booking to you. However if a booking deposit is received by us prior to receipt of the booking form, payment of said deposit will be taken as acceptance by you of these Booking Terms and Conditions and the formal booking confirmation will be sent to you. Telephone bookings will be held for five working days, pending receipt of the appropriate deposit. If the deposit is not received by us within this five day period the booking will be deemed void and we reserve the right to re-sell the entire villa or any part of it without further notice. We reserve the right to decline to accept a booking in our absolute discretion and without giving any reason.

9. Package Holiday Regulations

We are not an "organiser" as defined by the Package Travel, Package Holidays and Package Tours Regulations 1992 ("the Package Holiday Regulations") and do not accept liability under the Package Holiday Regulations or otherwise for the provision of services provided by third parties whether or not booked by us on behalf of any member of the villa party.

10. Services Provided by Third Parties

Other services provided by third parties, whether or not booked by us on your behalf, are subject to the terms and conditions of the provider of such other services. We are not a party to the contract for such other services, and whether or not we recommend the service provider we do not warrant the standard or performance of such other services or the suitability, the fitness for purpose of any equipment used or provided, any training or guidance given, or compliance with any applicable law or regulation or any other feature of such other service (each of the foregoing a "service feature"), and we shall have no liability whatsoever to you for such other services. If we book any such other service to be provided by a third party on your behalf we do so only as your agent. You must take full responsibility for satisfying yourself in advance as to any service feature and as to the service provider's qualifications and ability to provide such services. You must address any grievance about such other service directly to the relevant service provider.

11. Cancellation by Purple Summer

Notwithstanding Clause 14 covering cancellation by either party specifically for COVID-19 reasons, if owing to circumstances beyond our control we cancel any villa accommodation booking you may elect for a full refund of the total villa price or villa accommodation in comparable Purple Summer villa accommodation if such accommodation is available. We shall have no other liability to you whatsoever.

If due to circumstances beyond our control we are unable to provide any of our in resort services to you (whether or not such services are included in the villa price), we may make such reasonable adjustments to your villa accommodation booking, as we may in our absolute discretion elect, acting reasonably, provided always that if such service is included in the villa price we shall refund to you a reasonable proportion of the villa price corresponding to the cost to us of providing the relevant service to you.

Circumstances beyond our control include, without limitation, unusual and unforeseen events such as war or threat of war, riot, terrorism, natural disasters, fire, technical problems or accidents at airports, ports, on roads or railways or otherwise in respect of transport of any kind, inclement weather or governmental action or inaction, whether local or national (whether in France, Spain or the United Kingdom) or supranational.

12. Limitation of Liability

Save where you suffer personal injury or death, our liability is limited to the total invoiced villa price for the villa party member concerned and under no circumstances extends to additional costs incurred in the taking of the holiday such as travel costs or other services.

13. Cancellation by You

Notwithstanding Clause 14 covering cancellation by either party specifically for COVID-19 reasons, if villa accommodation is cancelled by you a cancellation charge will be made as follows:

| Days before period of stay commences | Cancellation charge as a %age of total price |
|--------------------------------------|--|
| More than 56 | 25% |
| 56 - 43 | 40% |
| 42 - 29 | 50% |
| 28 - 15 | 75% |
| 14 - 0 | 100% |

Cancellation of the villa accommodation shall not constitute cancellation of other services. If you wish to cancel other services you must do so in accordance with the terms and conditions (including payment of any cancellation charges) applicable to those other services.

Notification of cancellation of villa accommodation must be in writing (email or post) and cancellation charges will be calculated from the date of receipt of the written cancellation. We take no responsibility for non-delivery or non-receipt of the notification of cancellation. If the balance of the total villa price is not received at least eight weeks prior to the day the period of stay commences the booking may be deemed to be cancelled by you, and we reserve the right to re-sell part or all of the villa without further notice. In practice all reasonable efforts will be made by us to contact you. Non-receipt of the balance of the total villa price will not be taken as notification of cancellation of the booking and you shall be liable for cancellation charges as detailed above if you subsequently do cancel the booking.

14. Cancellation due to issues relating to Covid-19*

If the villa accommodation is cancelled by you or by Purple Summer owing to one of the following circumstances:

- The local government or authorities have stipulated that catered villas cannot operate,
- There is a prohibition on movement of people that prevents you from travelling to your villa accommodation,
- The local government requires you to quarantine on arrival in your destination country,
- The FCO or equivalent government body for your country of origin (as stated on your Booking Form) requires you to quarantine on return from your holiday,

you will be able to choose between one of the following options:

- Postpone your booking to the corresponding week the following year or the one after (depending on availability), in the same property, at no extra cost, even if the cost of that week would otherwise have risen
- Defer all monies paid onto your next holiday booking at any of our properties, taken any time in the next 2 years, and valid at properties across the whole of the group, summer or winter.

* Please note, this clause does not apply to Villa Rêve de Lumière. Our standard cancellation terms apply in all circumstances for Villa Rêve de Lumière.

15. **Behaviour**

You shall indemnify us in full on demand in respect of any and all liability of us or any claim made against us as a direct result of damage caused by any member of, or any guest of, the villa party to any of the Purple Summer villas or any of their contents. All damage and breakages directly caused by you or by such guest will be charged to the party leader and must be paid for before departure from the villa. You undertake to us to behave in such a manner as not to disrupt the enjoyment of other persons staying in our villas, or prejudice our reputation with the owners of our villas or local residents. The villa accommodation of any villa party member in breach of this paragraph may be terminated immediately and without refund of any part of the total villa price or other compensation, and we will have no further obligation to you in respect of such villa party member.

16. **Insurance**

It is a condition of booking that all villa party members have insurance cover that is suitable and adequate to cover the likely needs / risks relating to their holiday / trip, including but not limited to personal liability, medical, holiday and travel cancellation, interruption and/or inconvenience and for extreme sports where applicable. Purple Summer will not be held responsible for any expenses, losses or damage you incur as a result of any party member failing to comply with this clause or the requirements of your travel insurance policy.

17. **Covid-19 Disclaimer**

By booking a Purple Summer holiday you agree to the terms in our [Covid-19 Disclaimer](#).

18. **Law and Jurisdiction**

These booking terms and conditions and any matters arising from them shall be governed by and construed in accordance with English law and are subject to the jurisdiction of the courts of England and Wales.

19. **Accuracy**

We have used all reasonable endeavours to ensure that the information on this website is accurate; however, we do not warrant that all included information, especially that supplied by third parties (such as providers of other services) is correct or complete. Pages on the website are provided to users 'as is' and 'as available', and may have technical inaccuracies. We will endeavour to update and correct this site as soon as new information becomes available to us, but we give no warranty as to when any such update will be made. We shall not be liable for any damage or loss that may arise, directly or indirectly, from the use of information contained on this website.

20. This page was last updated on: 03/11/2021

BOOKING FORM 2022

Party Leader Details

Holiday Details

| | | |
|---------------------------------------|-----------|---------------------|
| Name: | | Villa name: |
| Address: | | Start date: |
| | | End date: |
| | | Number in party: |
| | Postcode: | Number of adults: |
| Tel. Day: | | Number of children: |
| Tel. Evening: | | Number of infants: |
| Mobile no: | | |
| Email address: | | |
| How did you hear about Purple Summer: | | |

Payment

| | |
|--|--|
| Deposit of 25% of holiday cost | |
| Full payment if departing within 9 weeks | |
| To pay by bank transfer our bank details for Euro payments are: Bank: Barclays Bank Plc IBAN: GB58BUKB20407154426911 BIC: BUKBGB22 Please send only EURO payments to the above account. To pay in sterling please contact me for further details. If you wish to pay by credit card please go to www.purpleski.com/creditcard and follow the instructions. Please note that we are only able to accept Visa or MasterCard. | |

Declaration

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|---|--|
| <p>I have read and understood the Purple Summer booking conditions and agree to their terms in respect of and on behalf of all members of my party. I also agree to forward the appropriate non-refundable deposit within 5 working days.</p> <p>Signature _____ Date _____</p> | Special requirements and any additional information: |
|---|--|