

FHI - Terms and Conditions of Booking Accommodation

We, FHI (to include FHI Inc. and FHI Naples Inc) arrange rentals of the properties featured in this Website. The following terms and conditions show your and our commitments as part of your booking. These terms and conditions, with all the other information in this Website, form the basis of the contract between us. When we talk about your Holiday, in these conditions, except where otherwise stated, we mean the accommodation booked with us.

Please read these terms and conditions carefully, since they, along with the other information in this Website, set out the terms and conditions of the contract between you and FHI. Resort Booked Excursions or Tickets do not form part of the Holiday. We do not have any responsibility or liability whatsoever for anything which may go wrong on a Resort Booked Excursion, or with tickets that are purchased whilst in Resort. The contract for any Resort Booked Excursion or Tickets is between you and the Resort Booked Excursion or Ticket provider. It is your responsibility to note carefully any conditions of contract contained in any Resort Booked Excursion, literature, ticket or receipt you are given.

Information and Prices

We publish information to our website many months before you actually go on Holiday and, as far as we know, all information is correct at the time of printing. However, things may still change and after the information has been published, we check regularly to see if we need to update or correct any information or prices. If there are any significant information changes or we find any mistakes, we will endeavor to make sure that the latest information is published as soon as is possible.

Your Holiday Booking

The person who is entered to the booking system is the 'lead name'. He or she must be over 18 and is responsible for payment of the total Holiday price, together with the price for any additional requirements or services requested. He or she also assumes responsibility for the payment of cancellation or amendment charges that may be payable. He or she also agrees to provide accurate and full information of the remainder of the party in relation to the booking, and through submission of the booking details confirms that all the other members of the party, including any that may be added at a later date, agree to be bound by these conditions, and all other information in this Website.

When you book your Holiday you agree to pay us:

- (i) a deposit of 25% of the total accommodation price
- (ii) the full cost of your Holiday if it is 12 weeks or less before the arrival date.
- (iii) by submitting the details of requests for additional services or requests you agree that payment will be either added to the final balance to be paid 12 weeks before arrival or that the cost will be paid in resort directly to FHI or a representative of FHI. We cannot guarantee that we, or the relevant supplier, can meet with your request.

Once you have booked, we will issue email confirmation of the booking. If you book through one of our authorised travel agents, they will hold all the money you pay for your Holiday on our behalf. Please pay particular attention to the date your final payment is due as we may cancel your Holiday if you do not make your final payment on time. If we do this we will keep your deposit.

Before You Travel

You should take out Holiday insurance suitable for your needs before you travel. We cannot be responsible for any costs you incur as a result of failing to do so. For your own peace of mind the insurance should cover you if you have to cancel your arrangements, or for any emergencies that arise while you are away. Please check your policy when you receive it and take it with you on Holiday.

Changes You Make Before Travel (excluding name changes)

If you want to change any of your Holiday arrangements please contact us or your travel agent immediately and we will do all we can to help you. Our normal cancellation charges (see below) will apply if you cancel your booking with FHI. We will charge for any additional services, facilities, or

other items changed, at the price which applies on the day the change is made. In addition, we reserve the right to charge an administration fee.

Cancellation By You

In order to cover our expected losses for the accommodation services, there is a set scale of charges, which applies if you cancel the booking or any of the additional services or requests made. You must give notice to cancel in writing and the charges shown below apply from the date we receive the notice at our offices.

| Notice given | Cancellation Charge |
|---------------------|----------------------------|
| More than 60 days | No penalty |
| 59-30 days | Full Deposit |
| Less than 30 days | 100% cost of holiday |

Changes Made By Us Before Travel

From time to time we may have to change details of the Holiday you have booked because of problems with the property or the property becomes unavailable for any reason. We will advise you of these changes as soon as we are aware, and let you know of the alternative accommodation arranged on your behalf. Alternative accommodation is will be of an equivalent or superior standard to that booked at no additional cost.

Or, if you prefer, you can cancel your Holiday and receive a full refund of any money you have paid to us, except for any amendment charges.

Circumstances Beyond Our Control

Except where we say differently elsewhere in these conditions, we cannot pay any compensation, reimburse expenses, or cover losses for any amount or otherwise accept responsibility if, as a result of circumstances beyond our control, we have to change your Holiday after departure, or we, or our suppliers, cannot supply your Holiday, as we, or they, had agreed, or you suffer any loss or damage of any description. When we refer to circumstances beyond our control, we mean any event that we, or the supplier in question, could not foresee or avoid, even after taking all reasonable care. Such circumstances will usually include, but are not limited to, war, terrorist activity, civil unrest, industrial dispute, bad weather (actual or threatened) and significant building work ongoing outside of your accommodation, which is not known to us in advance of your departure date, and building work from a third party (such as resort development).

Website Accuracy

Sometimes facilities described in this Website will be withdrawn for reasons such as maintenance, bad weather or lack of demand from guests. If possible, we will tell you about the withdrawal of any significant facility as soon as possible. Some activities or facilities, water sports for example, may not be available in low season. Beach activities such as waterskiing and paragliding are normally managed by independent local operators and we have no control over their availability or prices.

Our Liability to You

(i) Our obligations, and those of our suppliers in the provision of accommodation, are to take reasonable skill and care and, where we or our supplier is actually providing a service or facility, to provide them with reasonable skill and care. Compliance with any applicable regulatory requirements will be proper performance of our and our suppliers', obligations. You must show that reasonable skill and care has not been used if you wish to make any claim.

(ii) For claims regarding the accommodation booked directly with FHI; should any part of your accommodation not be as described in this Website or elsewhere by us before your departure date. If we have liability, we will, pay you reasonable compensation. However compensation will only be payable limited to the failure to provide accommodation as described in this Website or elsewhere before your departure date. Any sums received by you from suppliers, will be deducted from any sum paid to you as compensation by us.

(iii) You are obliged to assist us in recovering from any third party any sum which may compensate us for any sums we pay you. In particular, you are obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our legal

liability to pay you compensation. You must also provide us with all assistance we may reasonably require. Finally, you must follow the procedures for the notification of complaints set out in the clause below entitled "If you have a complaint".

(iv) Other than as set out above, FHI shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your Holiday.

Your Responsibility

We want all our guests to have an enjoyable holiday. But you must remember that you are responsible for your actions and the effect they may have on others. If we, or another person in authority, believe your actions could upset other guests, residents, suppliers or our own staff, or put them in danger, or damage property, we may have you removed from the accommodation. This could mean you and other members of your party are prevented from further use of your accommodation. If this happens we will not pay compensation, make any refund, or reimburse any expenses you suffer as a result.

If you have a Complaint

We aim to provide the best accommodation possible. However, if you are not satisfied with your accommodation please advise an FHI staff member as soon as possible – staff are available 24 hours a day to deal with emergencies and contact details are clearly posted in the accommodation. We will take all reasonable action to sort the problem out.

We would point out that failure to report problems during your stay, may reduce or extinguish any rights you have to claim compensation from us, or from any relevant supplier. It is difficult and sometimes impossible to properly investigate a complaint if we are not told about it reasonably quickly or once your stay is over. Your right to claim compensation may also be reduced or extinguished, should any delay in your complaint being notified during or after your stay prevent us from carrying out a proper investigation.