



# TERMS & CONDITIONS

EUROPEAN PROPERTIES

**JUST IMAGINE VACATION PROPERTIES LTD**  
2148-20800 WESTMINSTER HIGHWAY  
RICHMOND BC V6V 2W3  
CANADA

TOLL FREE: 1800 225-1589  
TELEPHONE: 604-214-7458  
FAX: 604-303-1076

**JUST IMAGINE VACATION PROPERTIES LTD, hereinafter called the Company accepts bookings subject to the following terms and conditions:**

**RESERVATIONS/DEPOSIT**

The Client's booking cannot be confirmed until his/her deposit is received in the Company's sales office. A deposit equivalent to 25% of the rental cost is required at the time of booking. Deposit may be made by cheque, Visa or MasterCard. An invoice will be sent to the client upon booking. Final payment is due 80 days prior to departure. If a booking is made within 80 days of departure, full payment is due at the time of booking. Failure to pay balance by due date will result in cancellation of the booking.

**RENTAL RATES & FLUCTUATIONS**

All rental rates are quoted in US dollars. Our published prices may change in the event of increased rental costs. We reserve the right to alter the price of any property, sightseeing package, airfare or car hire and forward an amended invoice. All price increases will normally be notified 80 days prior to departure.

**RENTING PROPERTIES**

Bookings are made on behalf of the owner of the property at the prices stated in the Company's printed literature or web-based product. These prices are based upon market conditions at press time. All properties require a minimum of seven (7) days unless otherwise approved by the Company.

**ADMINISTRATION FEES & CHANGES**

An administrative fee of USD100 (£50) is charged per booking. One change per booking is permitted. Thereafter any subsequent changes are subject to a change fee of USD50 (£25) per change. Such changes include, but are not exclusive of, extra nights, air arrangements, sightseeing, car hire and insurance coverage. All feasible changes are subject to availability.

**CANCELLATIONS & REFUNDS**

The initial deposit is non-refundable. At 80 days prior to departure all monies the Client has paid are non-refundable. Insurable risks may be covered under trip cancellation and interruption insurance, if purchased.

The Company may cancel bookings if we are forced to do so by circumstances such as war, civil or political unrest or what is commonly referred to as *force majeure*.

If the Company cancels the Client's reservation, the Company will endeavour to find an alternative property. If this is not acceptable to the Client, all monies paid by the Client will be refunded in full and will constitute full settlement. The Company will not be responsible for any expenses that may have incurred as a result of the Client's reservation.

**CANCELLATION INSURANCE**

Trip cancellation and interruption is highly recommended. Trip cancellation insurance must be purchased at the time of booking and is non-refundable. No exceptions will be made for late purchases. The Company will not be responsible for costs related in catch-up or interruption.

**NUMBER OF PERSONS**

Only those clients who are registered with the Company may use the property. The number of persons must not exceed the number of sleeping places, except in the case of infants. Any exceptions will be mentioned in the property description. The substitution of a person during the renting period is forbidden unless previously agreed with the Company.

**PROPERTY MAINTENANCE**

All properties will be handed over clean and tidy and in good condition. In some locations, the client is obligated to hand over to the owner or his representative a fee for cleaning and/or heating. If applicable, this will be outlined in the property information, invoice or voucher. Some stipulations apply to the fee; most fees do not include cleaning of kitchen/dining facilities. Generally removal of rubbish and overall tidiness are the sole responsibility of the client. Regional regulations regarding heating/cooling systems are in effect. Each property will outline proper times and dates for heating and/or cooling.

**SECURITY DEPOSIT**

Most properties require a refundable security/damage deposit to be paid upon arrival. This fee is generally payable in local currency. The Company will determine which property requires a deposit and include this information in your booking package. The Client will be held responsible for any damage occurred during the rental period, beyond normal wear and tear.

**ADDITIONAL FEES**

Additional charges for pets, departure taxes, insurance and courier fees will be added to the Client's invoice, if applicable.

**CLIENT INFORMATION**

The Client will be responsible for providing correct information regarding personal details (name, address, emergency contact) and flight information, if applicable. The Company will not be responsible for incurred costs which have occurred due to incorrect, incomplete or inaccurate information.

**DOCUMENTATION**

Under normal circumstances the Client will receive his/her documents two (2) weeks prior to departure.

**OUR RESPONSIBILITY**

The Company acts only as agent for the owners and/or contractors providing the services requested. All vouchers and/or tickets, as applicable, are issued subject to the terms and conditions under which such services are offered or provided. The Company assumes no responsibility in any way in connection with any injury, death, loss, accident or delay which may be occasioned either by reason of defect or through the acts of default of any company or person engaged in carrying out arrangements of the property, flights, excursion or hire. No responsibility is accepted for any changes in schedule or other events resulting from improper health certificates or travel documents or as an act of any government authority or any local conditions such as weather, seasonal variation, labour strike, civil disturbance, political unrest or act of God.

**LAW & JURISDICTION**

The local, regional and national laws of the land for which the client has paid for services will apply.

**LEGAL RELEASE & ASSUMPTION OF RISK**

In consideration of, and in part payment of, the right to participate in this rental, the Client will assume all risk above the hazards and hereby release and discharge the Company from all actions, claims or demands resulting from the Client's willingness to rent the property. The Client has been made aware that this is a release of liability and a contract between the Company and the Client and the Client has signed this release of his/her own free will. This agreement shall serve as a release for the Client, the Client's heirs, administrators, executors and family members including any minors who are accompanying the Client.

Effective: 01 January 2004