

NORTH **AMERICAN** **VACATION HOMES**

SUITE M KBF HOUSE, 55 VICTORIA ROAD, BURGESS HILL, WEST SUSSEX RH15 9LH, United Kingdom

Tel: 01444 450034

email: navh@usahomes.co.uk website: <http://www.usahomes.co.uk>

NAVH's PAYMENT TERMS AND CONDITIONS – rolling contract

This agreement is between Tour Operator (for the purposes of the Agreement known as **The Customer** of Tour Operator and **North American Vacation Homes (International) Ltd** (for the purposes of the Agreement known as **NAVH**) of Suite M KBF House, 55 Victoria Road, Burgess Hill, West Sussex, RH15 9LH, UK. All Bookings made through NAVH are subject to the Terms and Conditions.

RATES

Rates are as per our price schedule sent to you separately (if applicable) and are inclusive of all taxes and cleaning fees unless specified otherwise. We reserve the right to change the prices prior to confirmation without notice.

ADDITIONAL SERVICES

The following items can (subject to availability) be hired: highchair, crib, rollaway bed, BBQ's, welcome pack and additional maid service. All requests must be made in writing. Heated pools can be arranged but must be requested at the time of booking as not all private homes have heatable pools. Pool heat is not available in July and August. Prices are available on request dependant on location. Please note we cannot control 'Mother Nature' and if air temperature drops, particularly in winter, the pool water temperatures may be uncomfortable. Regrettably NAVH will be unable to accept any requests for compensation unless this is a result of equipment malfunction.

RESERVATION & PAYMENT PROCEDURES

All reservation requests are subject to availability unless otherwise agreed and must be made via email to navh@usahomes.co.uk or, via NAVH's booking system www.usahomes.co.uk using your individual log in and password or via an xml feed. All rates are nett of commission and are payable as agreed in additional contracts or as per the below agreed payment terms:

Monthly Statement issued 1st of the month before travel and payable within 14 days of receipt.

For reservations for the US and Canada, payment must be made in USD\$ unless otherwise agreed and can be settled by cheques or bank transfers. For individually priced, non-generic US and Canada homes and group bookings, a non-refundable deposit may be required at the time of booking. The amount will be confirmed at this time. The balance will be payable under NAVH's payment schedule arrangements between NAVH and The Customer.

AMENDMENT CHARGES

NAVH reserves the right to charge an amendment fee of \$40 per booking for any changes made after a Reservation has been confirmed in writing.

SECURITY DAMAGE DEPOSITS

The Customer will inform guests when local charges must be paid or a credit card or cash deposit must be provided upon arrival and sign a Security Damage Deposit Agreement payable per property (unless advised otherwise).

CHECK-IN AND CHECK-OUT

Check-in and check-out times vary from location to location. This information will be sent at booking stage or available on line depending on your booking process.

LOCATION

Addresses and documentation will be available upon request approximately 4 weeks prior to travel unless advised otherwise. NAVH always aim to honour confirmed properties but for reasons outside of NAVH's control, no location/community or home/apartment is 100% guaranteed. NAVH reserves the right to substitute a property of equal or greater standard in the event the property booked becomes unavailable. NAVH cannot guarantee addresses. In cases of force majeure e.g. fire or hurricane a guest's confirmed property may be unavailable upon arrival. NAVH will give all reasonable notice possible to The Customer if any of these circumstances arise.

COMPENSATION

On occasions things can go wrong and in these situations guests must contact NAVH or its local representatives in resort in order that we can try and resolve any issues at the time. Contact details will be on guest documentation. Failure to alert us in resort will seriously affect our abilities to put right any problems that may arise or to offer redress after the event.

CANCELLATION POLICY

Refunds will not be issued for early departures. All cancellations must be in writing and sent to NAVH or made online in order to avoid any misunderstanding. Unless specified against a particular property, the following cancellation charges apply:

Florida:

35 - 15 days 10% 14 – 3 days 80% 48 hours or no shows - 100%

Rest of USA (exc individually priced homes):

35 – 28 days 10% 27 – 15 days 80% 14 days and no shows 100%

USA individually priced homes:

35 – 15 days 50% 14 days and no shows 100%

Canada (exc individually priced homes):

14 – 6 days 50% 5 days and no shows 100%

Canada individually priced homes:

30 days and no shows 100%

RESPONSIBILITY

NAVH is an independent third party and acts only as an agent .NAVH does not manage, control or operate any suppliers or services. NAVH assumes no liability for any loss, injury, damage, accident, delay or irregularity which may be caused by reason of any defect or through acts of default of any company or person in carrying out any arrangements made by NAVH. The Customer shall hold NAVH, its employees, agents and representatives fully indemnified against any losses, expenses or costs incurred by NAVH or its said employees, agents, representatives, client and all other third parties in relation to any claims made by any persons made against NAVH arising out of or in connection with this Agreement and/or a client's booking with The Customer.

TRAVEL RESTRICTIONS

Customer acknowledges that travel restrictions may exist for locations that NAVH provides services for .It is the Customers sole responsibility to ensure that the Customers clients comply with all applicable government or other travel restrictions to or within a particular country. NAVH will not be responsible and will not refund any bookings that are cancelled for failure to comply with the above restrictions.

FORCE MAJEURE

NAVH will not be held responsible for the consequences arising from Acts of God, fire, severe weather conditions, unavoidable accidents, theft, labour disputes, public commotion, war, pandemics or any other circumstance beyond NAVHs control

CONFIDENTIALITY

The Customer agrees NOT to solicit or to have any direct contact whatsoever with NAVH clients or suppliers.

GOVERNING LAW & JURISDICTION

This agreement shall be governed by, construed and enforced in all respects in accordance with English law & the parties hereby submit to the exclusive jurisdiction of the English laws. These terms and conditions as may be amended from time to time apply to all of NAVHs services directly or indirectly through its suppliers