

## **Terms of Use**

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### **PRIVACY POLICY**

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THIS LIABILITY SECTION APPLIES ONLY AND TO THE GREATEST EXTENT PERMITTED BY LAW.

THIS DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.

## **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless RCI, its associates or partners, and Providers, and its and their officers, directors, employees, affiliated or related entities, agents, licensors and suppliers from and against all losses, expenses, damages and costs, including reasonable legal fees, resulting from any violation by you of these Terms.

## **THIRD PARTY RIGHTS**

These Terms are for the benefit of RCI, its associates or partners, and Providers, and its and their officers, directors, employees, affiliated or related entities, agents, licensors and suppliers. Each of these individuals or entities shall have the right to assert and enforce these Terms directly against you on its or their own behalf.

## **LINKS**

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## **SERVICE HELP**

[Click here](#) for help with questions or problems with this Web site.

## **USE OF RCI EXCHANGE PROGRAMME**

The RCI Exchange Programme feature published on this Web site is provided solely to assist you in renewing your membership, making deposits, determining exchange availability, requesting exchanges, reserving and confirming exchanges, and conducting on-line transactions and purchases and for no other purposes. You warrant that you are at least 18 years of age, are a current member of RCI, and possess the legal authority to enter into this Agreement and to use this Web site in accordance with all the Terms herein stated. You agree to be financially responsible for all your use of this Web site (as well as for use of your account by others, including without limitation minors (persons under 18 years of age) living with you). You agree to supervise all usage of this Web site under your name or account. You also warrant that all information (including details you provide to RCI for the purpose of making deposits, requesting exchanges, making reservations and conducting on-line transactions) supplied by you or members of your household, or by third parties authorised and supervised by you, in using this Web site is true and accurate.

You further warrant that any credit or debit card that you use to conduct on-line transactions is your own and that there are sufficient funds on such credit and debit accounts to cover the cost of the programmes, products or services purchased by you. If there are any changes to the details supplied by you, it is your responsibility to inform RCI as soon as possible. Without limitation, any speculative, false or fraudulent activities or on-line transactions or any activities or on-line transactions in anticipation of demand are prohibited.

RCI's Terms of Membership, which are separate terms and conditions to these Terms, will apply to all on-line activities and transactions on and in connection with the RCI Exchange Programme feature published on this Web site. You agree to abide by all such terms and conditions of membership of RCI and/or the terms and conditions of any of RCI's associates, partners, suppliers or Providers and other third parties with whom you elect to deal, including but not limited to payment of all amounts when due and compliance with all rules and restrictions regarding availability, occupation and use of exchange accommodation. RCI will not be responsible for the provision of non-exchange-related programmes, products or services offered by its associates, partners, suppliers or Providers and other third parties to

you, whether or not we are acting as agents for any such entities, or for any aspect of the relationship between you and any one or more of those entities. You shall be responsible for all charges, fees, duties, taxes and assessments arising out of the use of this Web site or arising in the course of undertaking on-line activities and transactions on and in connection with the RCI Exchange Programme feature published on this Web site.

This Web site will not prevent you from making incorrect deposits, requesting impossible exchanges, and making impossible and/or incorrect exchange reservations, such as two exchanges to different resorts at the same time. If you make incorrect deposits, or request impossible exchanges, or make impossible and/or incorrect exchange reservations, you accept that these are your errors and/or omissions, that these are your entire responsibility, and that RCI will not be liable to give you a refund, either in whole or in part, or be obliged to rectify the situation, for you undertaking any such mistaken activities and on-line transactions.

Under the laws of the United States of America certain countries are listed as being Restricted or Prohibited countries for the provision of travel services. Restricted countries currently include, but are not necessarily limited to, Cuba, Iran, Iraq, Libya and Sudan. RCI, its affiliated or related entities, associates, or partners, and Providers and/or their respective agents, licensors and suppliers is neither able to accept deposits, consider or allow exchange requests or make and fulfil exchange reservations or issue confirmations on or in connection with the RCI Exchange Programme feature published on this Web site from any RCI Members who are citizens or permanent resident aliens of any designated Restricted or Prohibited countries wishing to make a deposit at, or to exchange into, any Affiliated Resort in the United States; nor is able to consider or allow any RCI Members who are US citizens or permanent resident aliens to make a deposit at any Affiliated Resort in any designated Restricted or Prohibited countries, or to exchange into accommodation deposited in the RCI Exchange Programme by any RCI Members who are citizens or permanent resident aliens of any designated Restricted or Prohibited countries.

### **CURRENCY CONVERTER**

Cost of foreign products or services may be subject to currency fluctuations. Currency rates are based on various publicly available sources and should be used as guidelines only. Rates are not verified as accurate, and actual rates may vary. Currency quotes are not updated every day. Check the date on the Currency Converter for the day that currency was last updated. The information supplied by this application is believed to be accurate, but RCI, its affiliated or related entities, associates or partners, and Providers and/or their respective agents, licensors and suppliers do not warrant or guarantee such accuracy. When using this information for any financial purpose, RCI advises you to consult a qualified professional to verify the accuracy of the currency rates. RCI, its affiliated or related entities, associates or partners, and Providers and/or their respective agents, licensors and suppliers do not authorise the use of this information for any purpose other than personal use and prohibit to the maximum extent allowable the resale, redistribution, and use of this information for commercial purposes.

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You agree that no joint venture, partnership, employment, or agency relationship exists between you and RCI as a result of this Agreement or use of this Web site.

**ENTIRE AGREEMENT**

The provisions of these Terms, and each obligation referenced herein, represent the entire Agreement between RCI, its affiliated or related entities, associates or partners, and Providers on the one hand and you on the other, and supersede any prior proposals, agreements or understandings (whether oral or written) not incorporated herein. In the event that any inconsistencies exist between these Terms and any future published terms, conditions and notices of use or understanding, the last published Terms or terms, conditions and notices shall prevail.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**ANY RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY RCI.**

## Extra Holiday Terms and Conditions

These Booking Conditions, together with our [cookies and privacy policies](#) together with any other written information we brought to your attention before we confirmed your booking, 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 Wyndham Worldwide group of companies ('**RCI**', "**we**", "**us**" or '**our**'). Please read them carefully as they set out our respective rights and obligations. In these Booking 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 to whom a booking is added or transferred.

Please note that these terms deal with rental of holiday accommodation only and not with exchange transactions or your RCI membership.

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:-

- a. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- b. He/she consents to our use of information in accordance with our [Privacy Policy](#);
- c. He/she is a current RCI Member and that his/her membership has not been terminated or suspended.
- d. He/she is 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 declares that he/she and all members of the party are of the appropriate age to purchase those services.

**Please note that RCI does not offer any scheme of financial protection in respect of any bookings made.**

**RCI does not provide transport services or act as an "organiser" as set out in the Package Travel, Package Holidays and Package Tours Regulations 1992**

We may alter/update these terms and conditions at any time. If we do so, all subsequent bookings will be governed by the newer version.

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

A booking is made with us when a) full payment is made and b) we issue you with a booking confirmation. A binding contract will come into existence between you and us as soon as 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 can not 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).

### **2. Availability of Arrangements**

Our ability to confirm a booking is dependent on the availability of accommodation deposited by others with RCI. 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. We will, though, offer you alternative choices which may be available at the time.

### **3. Special Requests**

Any special requests must be advised to us at the time of booking. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. 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 unless the request has been specifically confirmed by us.

### **4. Disabilities and Medical Problems**

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 applicable cancellation charges when we become aware of these details.

### **5. Insurance**

**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.

### **6. Accuracy and Prices**

**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.**

**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).**

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.

### **7. Changes by You**

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. 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 and any money you have already paid will not be refunded.

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.

## 8. Going Home Early

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.

## 9. Cancellation by You

**Refunds are only available if we receive your notice within 24 hours of placing your booking.** Your notice of cancellation will only take effect when it is received by us. You may give us notice of cancellation by (i) following the online process, (ii) by emailing us at:- [customerservices@europe.rci.com](mailto:customerservices@europe.rci.com).

Since we incur costs in cancelling your arrangements, you will have to pay the applicable cancellation charges shown below (The cancellation charge detailed is calculated on the basis of the total cost payable by the person(s) cancelling **excluding** insurance premiums and amendment charges which are **not refundable** in the event of the person(s) to whom they apply cancelling.):-

Period after booking that your cancellation notice is actually received by RCI	Cancellation Charge
Within 24 hours	Nil
Any time thereafter	100% of holiday cost

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.

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. If we Change or Cancel your Accommodation Booking

**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.**

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 if we make any **minor changes**.

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.

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 change or cancellation. 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.

Very rarely, we may be forced by "force majeure" (see below) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

## **11. Force Majeure**

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.

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

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.

We also have no liability in the following situations:

- (i) where the accommodation cannot be provided as booked due to circumstances beyond our control or due to force majeure.
- (ii) 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.
- (iii) where you incur any loss or damage that relates to any business activity.
- (iv) where any loss or damage relates to any services which do not form part of our contract with you.
- (v) 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.

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 injury.

### **13. Building and Development Work**

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.

### **14. Complaints**

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 endeavor to put things right. If your complaint is not resolved locally, please contact us on [customerservices@europe.rci.com](mailto:customerservices@europe.rci.com). Failure to do so will affect ours and the accommodation supplier's ability to investigate your complaint, and will affect your rights under this contract. If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at Extra Holidays, RCI Europe, Kettering Parkway, Kettering, Northants, NN15 6EY within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

### **15. Guest Behaviour**

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.

## **16. Use of the accommodation**

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.

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.

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.

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

It is your responsibility to check and fulfill 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.

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)

**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.

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)

**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,

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.

#### **18. Jurisdiction and applicable law**

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.

#### **19. Affiliated Resorts**

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.