

BOOKING TERMS AND CONDITIONS

The following Terms and Conditions, together with General Information contained on this website form the basis of your contract with Mrs Jackie Rushton, 70 Southgate, Urmston, Manchester, United Kingdom, M41 9EG . Please read them carefully as they set out our respective rights and obligations.

[In these Terms & Conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date). "We" and "us" means Mrs Jackie Rushton.

All bookings are made subject to these booking terms & conditions.

A confirmation e-mail is sufficient to confirm that you agree to these terms, alternatively please sign and post a copy to the above address.

1. Making your booking

Bookings can be made by completing the booking form and sending it to us by post, or by contacting us by phone or email.

Once we have received your completed booking form along with your booking and security deposit, we will, subject to availability, confirm your stay by issuing a confirmation invoice by email. This invoice will be sent to the party leader. Please check all the details on the invoice carefully as soon as you receive it. If any information which appears on the confirmation or any other document appears to be incorrect or incomplete please contact us immediately as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within 5 working days of our sending it out.

Number of persons

Only those persons whose name appears on the Booking Form may use the property. The number of persons (adults and children) must not exceed the number of sleeping places indicated on the website. The substitution of persons during the rental period is forbidden unless previously agreed

Arrivals

You must present your confirmation details as well as your passport or identity card to the our key holders Carole and Bob Clayton, Denton 48, La Torre, Murcia, Spain – Contact telephone number: 0034 968 033781 who will meet you on arrival.

Access to the property is normally from 16:00 on day of arrival and you need to vacate the property by 10:00 on the day of departure. This is to allow sufficient time for the property to be cleaned for the next guests arriving.

2. Payment

In order to confirm your stay, a deposit of £100 (GBP) must be paid at the time of booking. (or full payment if booking within 56 days of departure) This deposit is not refundable in the event of your cancellation or failure to pay on time as set out below.

The balance of the cost of your stay must be received by us not less than 56 days prior to departure (or at the time of booking if this date has passed). This date will be shown on the confirmation invoice. If you have not paid in full and on time we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 6 below will be payable.

2a Security Deposit

You must pay a security deposit of £150 (GBP) 56 days before the start of your stay (or at the time of booking if this date has passed). The cost of any damage to the property or to any items in and/or at the property caused or any service charges incurred by you or any member of your party will be deducted by us from the security deposit at the end of your stay. If no deductions are required your security deposit will be refunded in full to you 14 days after your departure from the property. If the security deposit is not sufficient to cover any damage caused or service charges incurred by you, you will be responsible for paying us any additional monies required immediately on request from us.

3. Your contract

A binding contract between us comes into existence when the deposit payment is paid (see clause 2 above). If you cancel after paying the deposit our normal cancellation charges will apply. This contract and all matters arising out of it are governed by United Kingdom law. We both agree that any dispute arising out of or connected with your holiday will be dealt with by the Courts of United Kingdom.

4. The cost of your stay

We reserve the right to increase or decrease the prices of accommodation at any time. The price of your stay will be confirmed at the time of booking, subject to the correction of errors. We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error.

Please note, changes and errors occasionally occur. You must check the price of your stay at the time of booking.

The cost of your holiday includes a clean of the villa before you arrive, clean bed linen and towels (except beach towels) and laundering the bed linen and towels when you leave.

5. Changes by you

Should you wish to make any changes to your confirmed booking, you must notify us by email as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee may be payable together with any costs incurred by ourselves.

6. Cancellation by you

Should you need to cancel your stay after the contract has begun (see clause 3 above), the party leader must immediately advise us either by cancelling online or advising us in writing. Your notice of cancellation will only be effective when we receive it in writing at our offices. As we incur costs from the time we confirm your booking and may be unable to re-sell your period of stay, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost of the booking excluding amendment charges. Amendment charges are not refundable in the event of cancellation.

Period before start of stay within which written/email notification of cancellation is received by us	Cancellation charge
more than 8 weeks	deposit only
less than 8 weeks	deposit + 20% of balance
less than 6 weeks	deposit + 40% of balance
less than 4 weeks	deposit + 60% of balance
less than 2 weeks	deposit + 80% of balance
less than 1 weeks	deposit + 100% of balance

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of any insurance policy you may have. Claims must be made directly to the insurance company concerned.

7. Insurance

It is strongly recommended that you take out adequate travel insurance. Please read your policy details carefully. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs.

8. Changes and cancellation by us

Occasionally we have to make changes to and correct errors on our website descriptions and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

If we have to make a significant change to or cancel your booking, we will tell you as soon as possible. We will endeavour to offer you an alternative should a significant change or cancellation occur. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation

Very rarely, we may be forced by "force majeure" (see clause 9) to change or terminate your stay after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds, pay you any compensation or meet any costs or expenses you incur as a result.

9. Force Majeure

We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

10. Our Liability to you

10.1. We promise to provide your accommodation with reasonable skill and care. We do not accept responsibility if any death, personal injury, failure or deficiency of your accommodation arrangements is not caused by any fault of ours. When we talk about "fault" above, this means failure by ourselves to use reasonable skill and care in performing or providing the service in question. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim.

We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

- (a) the fault of the person(s) affected or any member(s) of their party or
- (b) the fault of a third party not connected with the provision of your accommodation by us which we could not have predicted or avoided or
- (c) an event or circumstance which could not have predicted or avoided even after taking all reasonable care (see clause 9)

In addition, we will not be responsible where you do not enjoy your stay or suffer any problems because of a reason you did not tell us about when you booked your stay or where any problems you suffer did not result from any breach of our contract or other fault of ourselves or any losses, expenses, costs or other sum you have suffered relate to any business. Please note, we cannot accept responsibility for any services that do not form part of our contract. This includes, for example, any additional services or facilities any other supplier agrees to provide for you.

10.2. The promises we make to you about the accommodation we have agreed to provide or arrange as part of our contract and the laws and regulations of the country in which your claim or complaint occurred will be used as the basis for deciding whether the accommodation in question had been properly provided. If the particular accommodation which gave rise to the claim or complaint complied with local laws and regulations applicable to those accommodation at the time, the accommodation will be treated as having been properly provided. This will be the case even if the accommodation did not comply with the laws and regulations of the UK which would have applied had that accommodation been provided in the UK.

10.3. *We limit the maximum amount we may have to pay you for any and all claims or parts of claims which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such non personal injury claims if we are found liable to you on any basis is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your stay.

*Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £35 per person affected as you are assumed to have taken out adequate insurance at the time of booking.

The property has a private pool and gardens, these facilities need to be maintained all year round, and this includes during your stay at the property. There are no set times or days when general maintenance is required, and this can be impacted by weather e.g. rain will make the grass grow quicker and will need cutting more frequently, chemicals need to be checked in pools to ensure they are safe to swim in. You accept that no notice will be given of such general maintenance, and will involve visits to the premises to carry out these duties. No access to the property itself is required

11. Behaviour.

You accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct to us at the time. If you fail to do so, you will be responsible for meeting any legal costs we incur in full in recovering full payment from you.

This property is non smoking and pets are not permitted. If there is evidence that you have smoked or allowed a pet in the villa, your deposit will automatically be retained.

All rubbish must be removed from the villa, and placed in the available bins that are located at various points near the property

A private or communal pool is for your use solely (not the general public). It is unsupervised, and therefore you use these facilities at your own risk. Care should be taken when running around with wet feet. Please do not leave objects in the pool. If coins or other objects are found in the pool when you vacate, a deduction will be made from your deposit to compensate for the extra work in removing these. The availability of a swimming pool may change at the discretion of owner, due to weather or maintenance.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to the property, or in any way damage the reputation and/or goodwill of the Owner we are entitled, without prior notice, to terminate the occupation of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation. We will have no further responsibility toward such person(s). No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

12 Special requests and medical problems

If you have any special request, you must advise us at the time of booking and clearly note it in the extra information section of the booking form. *Although we will endeavour to meet any reasonable requests we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests. If you or any member of your party has any medical problem or disability that may affect your stay, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

13. Passports, visas and health requirements

It is your responsibility to ensure that you are in possession of all necessary travel and health documents (including Passports and Visas (where applicable) before departure. You must pay all costs incurred in obtaining such documentation. If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel.

14. Prices and Website Accuracy

Please note, the information and prices shown on our website may have changed by the time you come to book your stay. Whilst every effort is made to ensure the accuracy of the website and prices at the time of requesting the booking, regrettably errors do occasionally occur. You must therefore ensure you check all details of your stay (including the price) on your booking acceptance.

The villa is located on a Golf Resort with facilities i.e. restaurants and shops. We do not have control over opening times, closures for holidays or maintenance, or change of use (e.g. Chinese restaurant changes to Italian restaurant), and therefore will not be held liable in these circumstances.

Complaints procedure

In the unlikely event that you have any reason to complain or experience any problems with your stay whilst away, you must immediately inform the key holders Pete and Rose Williams, Cazon 39, La Torre, Murcia, Spain Contact telephone number: 0034 680 909606. You are obliged to give us the time necessary to resolve the problem.

In the event of any problems you must undertake to do your best to resolve or minimise the problem in order to avoid any prejudices that could result. Any verbal notification must be put in writing and given to the key holders as soon as possible. Until we know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly.

For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

Should there be no written complaint supplied as above specified and you leave the accommodation prematurely and without an explicit authorisation by us, you forfeit your rights for a refund of the rental price, unless the terms of this contract have been breached. Complaints received at the end of the stay will not be taken into consideration and no refunds will be given.

Please note that the property is not an official tourist structure, such as an hotel, residences, etc. but a private dwelling. Being such, there is no standard or categories that are internationally recognised; indeed it reflects the architecture and furnishings, the local traditions and the personal taste of the owner. This is precisely the kind of holiday that we offer: the chance to partake in the culture of the area chosen, living for a few weeks in the same surroundings as an inhabitant would. We cannot however exclude the possibility that these differences can sometimes result in minor inconveniences - due to the special nature of its architecture and of traditions in the area - but which cannot be accepted as complaints.

Signed

Name (Block Capitals).....

Date