



Booking Conditions for Villa Charchala.

Please find herein the seven pages which go to make up the conditions which apply when making a booking for the use of our villa, these go to form the basis of the agreement between you and us.

Agreement

By making an enquiry, you the party leader and all persons detailed in any subsequent booking, agree that he /she / they have read these terms and conditions and agree to be bound by them.

An enquiry can be made by telephone, post, email or by use of our or the websites of others.

Booking & Payment

To confirm your booking, you must pay the appropriate deposit immediately or make full payment if the booking is within 12 weeks of your arrival date at the villa.

Payments must be made according to the details on the invoice whether issued by email or post.

A binding agreement will only come into existence between you and us once we have issued a deposit invoice to the party leader and payment has been received by us.

Until such time we shall be under no liability to you whatsoever.

Please note we accept no liability for any arrangement not confirmed on our invoice.

The full balance of the rental price must be paid 12 weeks prior to your arrival date or at the time of booking if within 12 weeks of the arrival date at the villa.

If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges below will become payable.

These Booking Conditions and any agreement to which they apply are governed in all respects by English law.

Both parties agreed that any dispute, claim or other matter which arises between us out of or in connection with your booking will be dealt with by the Courts of England and Wales only.

Cancellation

If you or a member of your party needs to cancel your confirmed arrangements, the party leader must immediately advise us in writing by recorded delivery, registered post, or e-mail.

Your notice of cancellation will take effect when it is received by us and the following cancellation charges will be levied:-

84 days or more loss of deposit
Between 83 days and 57 days 50% charge
Between 56 days and 36 days 60% charge
Between 35 days and 29 days 70% charge
Between 28 days and 22 days 80% charge
Between 21 days and 15 days 90% charge
Between 14 days and departure date 100% charge

Villa Occupancy

The villa is available from 15h00 on arrival and MUST be vacated by 10h00 on departure.

All details of those persons staying at our villa during the period of the booking must be provided to us no later than two weeks prior to the final payment date, this information will be verified together with an identification check by the villa manager upon arrival to comply with local law.

The number of people staying at the villa must not exceed that agreed in the booking. The villa manager is required to ask any person to leave the villa in a case of non compliance. Sub-letting, sharing, assignment or reselling is not permitted. Additionally should any activity or large gathering of people other than those noted on our invoice take place (e.g. party, wedding reception) we must be informed about it at the time of booking. You may be charged an extra cost for cleaning / maid service and a further refundable security deposit may apply. Our villa is let for holiday purposes only and commercial activities may only be carried out with our prior knowledge and or written approval on our invoice.

Amendments

If, after the payment of the deposit invoice, you wish to alter the booking made, we will do our best to accommodate your wishes, however the agreement may not be changeable after a final payment has been made and any alteration request could incur a cancellation charge of up to 100%.

Any change of your arrival or departure dates will be treated as a cancellation of your booking and charges may apply.

Local Taxes and Charges

Any additional or newly imposed Government Taxes or charges that are not included in your agreement with us and are payable locally.

Accidental Damage Waiver (ADW)

A non-refundable charge of 10 euro's per person per week which is referred to as an ADW will be added to your confirmation invoice and is payable with your final balance.

The ADW is used to cover accidental damage that can occur.

This waiver excludes negligence and vandalism.

For any accidental damage that exceeds the value of 150 euro's, we reserve the right to invoice you for immediate payment.

Conduct

We reserve the right to terminate the rental of our villa if your conduct is likely, in our opinion or that of our employees, suppliers or agents to cause distress, damage, annoyance or danger to our employees or to any third party, or our / the property of others.

We reserve the right to refuse any bookings that we think this will cause a nuisance to us the owners.

Single Sex or Young Parties

A single sex and /or young party may be charged a refundable Security Deposit of 800 euro's which will be included on your final payment invoice and is payable as part of the final balance.

Rental Price

We reserve the right to alter the rental prices for our villa at any time with the exclusion of your booking.

Complaints

Should you encounter a problem whilst staying at our villa, it is a condition of this booking that this must be reported to our villa manager no later than the morning of the next day and they must be given the opportunity to resolve any issues brought to their attention and allowances be made by you for any local conditions regarding the reasonable amount of time taken to rectify the problem.

Website Accuracy

Although we make every effort to ensure the accuracy of all the information posted on our website regrettably errors can occur so you must ensure you check all details.

The information on our website has been compiled from current data and we have taken every effort to ensure that it is accurate and that it remains so.

There may however be occasions when an advertised facility is either modified or not available. Such situations may be dictated by local circumstances, necessity for maintenance, water shortages, unsuitable weather conditions, fuel shortages, power cuts and other circumstances beyond our control.

At times the exterior / interior decor may vary from website photographs.

Information derived from Google Earth / Maps must be used as a guide to the location of our villa, we cannot guarantee the definitive location is identified correctly as this is subject to the content published by Google which at times results in the movement of our location marker.

Over the course of time our villa and the immediate area around it may have altered significantly and any views downloaded from Google should be treated as being for your reference only and we accept no responsibility for any inaccuracies.

Changes By Us

It is unlikely that we will have to make any changes to your booking but we therefore reserve the right to change the particulars shown in our web pages and in our printed material. If this affects you we will inform you before confirming your booking. Occasionally changes may have to be made after a confirmation invoice has been issued, and we reserve the right to make changes at any time.

Local Facilities

Some resort facilities, such as shops, bars, restaurants, communal pools, water sports and water parks for example, may not operate at all times. We have no control over opening times and dates and accept no liability should any such facility be closed at any point during your stay.

Building Works

From time to time, building work and its associated noise is unavoidable. We do not control such work, and we do not receive advance notice of when it will begin. Where we are aware of such building work, we will notify you as soon as possible if we think that said works will affect your holiday.

Travel Insurance

You are advised to arrange travel insurance for the duration of your holiday and it is your responsibility to ensure adequate cover is in place.

Should you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising from the lack of appropriate cover.

Travel and Health Documentation

It is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry correct documentation.

Special Requirements

If you or a member of your party has special requirements please ensure these are included in writing at the time of your initial enquiry where upon we will advise as to our villa suitability we take no responsibility for the lack of suitable facilities without knowing your specific requirements.

Special Requests

If you wish to make a special request, you must do so prior to sending the final payment.

We will try to facilitate any reasonable requests on to the relevant supplier but we cannot guarantee that requests will be met. 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 any agreement on our part unless the request has been specifically confirmed. Please note we accept no liability for any item / arrangement not confirmed on the final invoice.

Swimming Pool

We appreciate that the swimming pool is one important reason you have chosen our villa, but remember that if misused it can be dangerous.

Please follow these few simple common sense rules.

- Always supervise children and non-swimmers in and around the pool area.
- Observe our strict no diving policy.
- Do not run around the pool side, this especially applies to children with wet feet. Some areas may be slippery when wet.
- Do not go out of your depth and know your own limits.
- Beware of dangerous surfaces, drainage channels slippery tiles or raised edges.
- Do not swim if you cannot see the bottom of the pool. If this is the case contact our villa manager as soon as possible.
- No drinking glasses should be taken into the pool at any time

*** Remember ***

Heavy weather or thunderstorms can cause pools to turn cloudy. Cloudiness can also be caused by excess suntan oil, especially when non water proof types are used. Children and fair skinned people should wear a hat and T-shirt whilst in the pool

Although the pool is cleaned three times a week, a pool net is provided as it is customary for clients to remove any debris such as leaves and twigs from the pool to ensure uninterrupted use.

Occasionally, due to extensive use of the pool, water in the ears can cause an ear infection, especially with children. This does not necessarily mean the pool does not have the correct level of chlorine but it should immediately be checked out.

A simple precautionary measure is to dry your ears well after you leave the pool to ensure you remove any trapped water that may become infected.

Swimming Pool Accident Or Closure

In the event of an accident in or around the immediate area of the pool, you must report this straight away to our villa manager, who will attend as soon as possible to assess the situation. Any fault with the pool or its equipment will be inspected and immediate action taken to correct the problem. If, in the opinion of the villa manager the pool must be closed for your safety until a repair is facilitated, you will be instructed in immediately to cease using the pool.

Force Majeure

In these Booking Conditions, "force majeure" means any event which we 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. Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability under our agreement with you which is prevented or affected by, or you otherwise suffer any damage or loss as a result of force majeure.

IMPORTANT NOTE

We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:-

- (i) the act(s) and/or omission(s) of the person(s) affected;
- (ii) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; **or**
- (iii) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; **or**
- (iv) an event which neither ourselves or suppliers could not, even with all due care, have foreseen or forestalled or avoided.

We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not part of the booking. For example any excursion you book whilst away.

We do not offer compensation resulting from activities of theft or accept any liabilities for such matters both in or around the villa or in the resort. In the event that you should lose any items of value whilst on holiday through theft or otherwise, you must report the facts immediately to the local police and obtain a written report. If a report is not obtained it will be difficult for you to pursue any claim with your insurance company.

If you are ill or injured whilst in the confines of our villa, you must, in addition to reporting this to our villa manager, you must consult a local doctor and also consult your own doctor upon returning home. Should you feel it prudent to make a claim against us as a result of your illness or injury it will be referred to our insurance company who will insist you provide the details of both the local doctor and your doctor, together with written authority for them to obtain a medical report from both doctors.

Our Liability to You

We have a duty of care to ensure we use competent suppliers in the day to day running of our villa. We have no liability to you for any additional arrangements you may make, except in cases where it is proved that we have breached our duty of care and damage to you has been caused.

1. We also have no liability in the following situations:
 - Where an additional arrangement cannot be provided due to 'force majeure' / any other circumstances beyond our control.
 - 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.
 - Where you incur any loss or damage that relates to any business activity.
 - Where any loss or damage relates to a service which does not form part of our agreement with you.
2. We limit the maximum amount we may have to pay you for any claims you may make against us. For all claims which do not involve death or personal injury, the maximum amount we will pay you if we are found liable, is on the basis of the price (excluding insurance premiums flights amendment charges, etc) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim. This maximum amount will only be payable where it is proved that all the course of action has failed.
3. We accept no liability for intermittent failure of public supplies or utilities such as water or electricity over which we have no control, nor of sewage systems, plumbing or mechanical equipment in our villa if misused. We will of course use our best endeavours to arrange prompt repairs.
4. Please note that we do not offer compensation resulting from activities of theft or accept any liabilities for such matters both in or around the villa or in the resort. In the event that you should lose any items of value whilst on holiday, through theft or otherwise, you must report the facts immediately to the local police and obtain a written report. If a report is not obtained it will be difficult for you to pursue any claim with our insurance company.

Villa Safety

We aim to ensure that our villa is as people friendly as possible. However, care should always be taken, especially round the pool area with supervision being given to children at all times.

Ask as many questions as you want. If something is important to you, do not assume but discuss with us and we will assist you with your query.

It is ultimately your responsibility for the care and safety of the members of your group.

Should you have an accident anywhere in or around the villa you must report this straight away to our villa manager.

The ground surface inside and outside the villa may be wet and slippery due to the maid cleaning them on the day of your arrival, departure and any other day when the maid service is carried out.

Be aware of the ground condition at all times and be cautious by taking the necessary steps to ensure your safety and especially that of children and the elderly.

At other times, ground areas open to the elements or subject to dousing in water from the swimming pool may be wet and caution is required at all times.

Our villa is fitted with smoke detectors and smoking is not permitted inside the villa.

In the event of a fire you should immediately vacate the villa ensuring all members of your party have been evacuated and are safe.

After accounting for the members of your party call the emergency services and our villa manager.

Windows and Doors

Please be very careful with windows, especially full length glass patio doors. The glass may not be toughened and occasionally, in a strange environment, accidents occur more easily than they can do so at home.

Protection Against Theft

***** Our villa is fitted with an easy to operate safe and alarm system, please make use of them. *****

Crimes against people and property are a sad fact of life. All persons staying at our villa have the responsibility for their own personal safety. All clients should be extra vigilant and ensure great care is taken of your property.

Be sure to close and lock all of the villas windows, shutters and doors at night and set the security system when you are away from the villa during the day or at night when you retire to bed.

Additionally take care to lock our villa when you are relaxing around the swimming pool or perhaps enjoying an afternoon snooze or siesta.

In the event of theft, report this to your local police and inform our villa manager.

Be sure you obtain a police report covering the incident or loss, in order to file a claim on your holiday insurance.

Please be aware it can take a considerable time to make a police report and you may need the help of a professional translator for which a charge will apply.

Please note we do not offer compensation resulting from the results of theft or accept any responsibility for any such matters.

Keys

Please use the door keys issued by the villa manager.

Do not have keys duplicated, if you need more please feel free to **ASK** the villa manager.

Pets / Animals

Pets / animals are not allowed.

Guide and assistance dogs are normally allowed, but with our express permission so please contact us before you making any booking.

Bedding

Bed linen, bath and hand towels are provided. Should any member of your party suffer from any allergies to washing detergents, you are requested to please bring your own.

Local Beaches and the Surrounding Area

Please be aware of the local safety precautions when you visit the beaches and the surrounding area.

At all times you must comply with the suggestions of local lifeguards, warning notices or flag systems.

Statutory Rights

Your statutory rights are not affected when entering into an agreement with us.

Contact Numbers

The contact numbers for the villa manager, the emergency services and the local doctor are displayed on the notice board in the villa.