

Villa Mimosa Kas, Turkey.

Terry Swindells, Swindells Fold, Brookfold Lane, Hyde, Cheshire, SK14 3BQ
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Terms and Conditions

1. Bookings

Once a provisional booking has been agreed a booking form is provided. This form must be completed by a member of the party (hereafter known as 'the Customer'), who must be at least 18 years of age. The completed form must be returned to us by a date that will be specified at the time of the provisional booking. All future correspondence will be with the Customer. Confirmation of your holiday will be sent in writing on receipt of completed booking form and payments as described in **2. Payments**. The issue of this confirmation constitutes a contract between the Owner and the Customer, which is governed by English Law.

2. Payments

If the booking is made within eight weeks of departure full payment is required with the completed booking form. In all other cases a deposit of 25% of the total holiday price is required at the time of booking and the balance of 75% is due not less than eight weeks prior to departure. In the event of full payment not being made by the due time the Owner/Management Company reserves the right to cancel the booking. Any deposits will be forfeited and the Customer will be required to pay cancellation charges in accordance with **5. Cancellations made by the Customer**.

In addition to the final holiday payment a security deposit of £200 is also required. This deposit will be refunded within three working days of your return, less any costs incurred, including but not limited to accidental damage to the property and any contents, excess cleaning, loss/non return of keys, long distance telephone calls.

3. Accommodation

Access to the property is available from 16:00 on the first day of rental and must be vacated by 11:00 on the agreed departure date. This allows cleaning and preparation for the next guests to take place. The property is reserved exclusively for those people named on the booking form and no other persons are permitted to stay there unless this has been agreed in writing with the Owner prior to the rental period. The home accommodates a maximum of 8 people sleeping in four bedrooms. Under no circumstances will any animals be allowed in the home and there is a **strict no smoking policy within the villa**

4. Changes made by the customer

The Owner will endeavor to facilitate any changes requested after the booking has been confirmed but changes will incur a fee of £20/\$30 in addition to any extra payments that become due. The alteration will be effective as soon as the Owner sends written confirmation to the Customer of the change. Any change must involve taking the revised rental period in the same season as that originally booked. No change can be made within eight weeks of departure.

5. Cancellations made by the customer

Cancellations must be made by registered post and signed by the Customer. Cancellations will become effective from the delivery date of the cancellation letter. All cancellations are subject to a charge payable by the Customer as detailed below.

Cancellation received:

more than 60 days	Deposit only
60 to 45 days	35%
44 to 30 days	50%
29 to 15 days	75%
14 to 0 days	100%

6. Changes/cancellations made by the Owner

If circumstances beyond the Owner's control should make the rental home unavailable, then the customer will be advised as soon as possible. Alternative accommodation of at least comparable standard will be offered if available, or a refund of monies paid unless the change/cancellation arises from reasons of 'Force Majeure'.

7. Complaints

If there are any problems with the rental home or the management company during the rental period, the customer must inform the management company immediately. If the matter is not resolved, the customer must follow up the complaint in writing to the Owner within 14 days of the end of the rental period.

If the problem has not been reported as detailed in this clause then the Owner cannot accept responsibility for any claims or complaints.

8. Travel Insurance

It is considered essential for the Customer to hold suitable Holiday and Travel insurance. It is advisable for this insurance to be in place at the time the rental period booking is made.

9. Liabilities

The Owner and/or the property management company do not accept any responsibility or liability for acts of omission of third parties which may prevent or disrupt a client's booking. The booking contract exists between the owner and the client and is limited to the rental of the property and associated services only. The information and descriptions supplied here are believed to be accurate and offered in good faith. Certain features or facilities may not be available from time to time due to circumstances beyond our control for which the Owner and/or the property management company accepts no liability. In addition no liability can be accepted by the Owner and/or the property management company for any injury, loss or damage to the Customer, any member of the Customers Party or any visitor to the rental home, arising out of or in connection with the use of the rental home or the pool. The Customer must ensure that all Children are supervised at all times whilst in or around the pool.

10. Force Majeure

No liability can be accepted by the Owner where the contract is affected by 'force majeure'. In the context of these terms and conditions, 'force majeure' is any event that the Owner or the property management company could not, even with due care, foresee or avoid. These events include but are not limited to war, threat of war, riot, civil commotion or strife, hostilities, industrial dispute, natural disaster, fire, acts of God, terrorist activity, nuclear disaster, adverse weather, government action, technical problems with transportation or other events outside the Owners or the property management companies control.