

# 138 -139 DUQUESA FAIRWAYS APARTMENTS

## Terms & Conditions of Booking - Cancellation Policy

- 1. ACCEPTANCE OF BOOKING.** Your reservation is legally binding only upon your receipt of our confirmation of booking and not before. If you have any queries or problems they should be raised prior to you making your booking.
- 2. PAYING FOR YOUR BOOKING.** a) Deposit: When you sign a booking form agreeing to these conditions you will be required to pay an initial sum of deposit to the Company. (Infants less than 2 years old on the date of travel do not necessitate such a deposit). b) The Balance: You must pay the balance shown on the final invoice at least 12 weeks before departure. If payment is not received by the due date, you could be liable for cancellation charges of up to 100%. In this event we reserve the right to treat the booking as cancelled by you at any time up to the date of departure. It is important, therefore, that you pay the balance by the due date. c) "Last Minute Booking" Where arrangements are made by you 12 weeks or less before the date of departure the full invoice sum is to be paid with the booking.
- 3. IF YOU CHANGE YOUR BOOKING.** If, after we have issued the confirmation of booking, you want to change your booking, we will do our best to meet your requirements up to eight weeks before departure. If we can make the required alteration e.g. to the departure date there will be an administration charge of £30.00. A change in date or a reduction in the number of passengers travelling will result in the loss of the deposit paid by the passenger(s) not travelling and if the alterations are within 56 days of departure, cancellation charges will be levied as detailed in section 4 below. In the event of a part cancellation where the full party does not travel the price on the price list will revert to the actual number of people travelling.
- 4. CANCELLING YOUR BOOKING.** You may be covered by your particular Insurance Policy for cancellation expenses and costs. Subject to those provisions you will not be able to recover your deposit upon cancellation. You will also be liable for further deductions by way of agreed reimbursement to cover all the foreseeable expenses of the Company arising from your booking and subsequent cancellation ("Cancellation Debits"). Cancellation Debits are calculated as follows:

Where written notification of cancellation is received by the Company between 29 and 56 days prior to departure commencement, 30% of the final booking charge; 15 to 28 days before 50%; 1 to 14 days before 100%. Note: Only the person who signed the booking form can cancel and it must be effected in writing.

### Cancellation Policy

29 to 56 days before arrival date	-	70% of rental refundable
15 to 28 days before arrival date	-	50% of rental refundable
0 - 14 days before arrival date	-	0% of rental refundable

### N.B. Holiday cancellation insurance is recommended.

- 5.** The Company reserves the right to modify or cancel accommodation or other arrangement, and if the accommodation chosen by the Clients cannot be provided for any reason before the departure date the Company may substitute alternative arrangements of a similar nature. The arrangements can, however, sometimes be changed and in this event should the client wish to cancel, such cancellation will be subject to the normal cancellation charges.
- 6.** In the unlikely event that circumstances beyond the control of the Company necessitate the cancellation of the holiday arrangements the Company reserves the right to cancel any booking at any time and will only be liable to refund monies already paid by the Client.
- 7.** The Company has taken all reasonable steps to ensure that all representatives used by them in the U.K. and abroad are reputable. The Company however, does not have direct control over such organisations and shall not be responsible for any acts or omissions by them or their employees.

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8. If cancellation or change by the Company is brought about by war, riots, civil commotion, strikes, disasters, terrorist activities, technical problems with transportation or other events outside the control of the Company, the Company shall not be held responsible in any way.
9. All baggage, including personal articles, are at all times and under all circumstances at "owners risk". No responsibility is accepted for the Client's failure to carry passports, visas or other documents required for the purpose of the journey.
10. All accommodation is booked exclusively for the persons named on the booking form. No other persons may use the accommodation without the express permission of 138-139 Duquesa Fairways, the company.
11. 138-139 Duquesa Fairways and their Agents do not accept liability for loss of main services such as electricity or water supplies, nor for the circumstances of the actions or omissions of the Property Management who may control supply of main services, nor any actions taken in the vicinity of the property by any authority over which there is no control.
12. BROCHURE/WEBSITE DESCRIPTIONS AND CLAIMS. All our brochures are obtained from respected sources and distributed in good faith. The Company does not generally operate any holidays or travel facilities, being agents for other companies and third parties believed to be honest and capable and selected in good faith. Accordingly the Company does not hold itself liable in respect of any shortcomings, claims, matters, obligations, liabilities, injuries or losses arising from the booking except where and to the extent such arises from the proved negligence of the Company or its staff. In some cases of complaint you will of course have rights against third parties or your Insurance Company.
13. INSURE AGAINST PROBLEMS. Upon making your booking the Company recommends insurance this cannot be provided by 138-139 Duquesa Fairways and will need to be sourced from a reputable insurance company, it is recommended that any such insurer should have a 24 hour emergency telephone service.
14. DAMAGE AND LOSS. Any damages or loss to the accommodation caused by the Client or other persons occupying the property and any extended stay beyond the period booked will be charged for by the Company to the lead passenger of the Party. In such circumstances payment may be requested on site by the Property Managers. (Please see Furnishing Itinerary on the website indicating the replacement costs of items within the apartment).