

Villa Beniarres Booking form

PLEASE COMPLETE IN BLOCK LETTERS USING BLACK INK

Please read and keep a copy of our terms and conditions BEFORE completing and returning this booking form

Name of party leader: [BLOCK CAPS, black ink]		
Address:		
		Postcode:
Day tel:	Evening tel:	Mobile:
Fax:	Email:	Which website did you find us on?

Date of arrival (Sat):	Date of return (Sat):	Flight arrival time:	Departure time:
		From airport:	

All bookings run from Saturday to Saturday (arrival time is 4pm, departure time is 10:00am) and are made subject to availability. 30% non-refundable deposit required with booking. Full payment required if your departure date is less than 8 weeks away. Refundable £200 damage/key deposit is required with balance before departure. We regret that we usually only accept bookings for 2 or more weeks in July and August.

Names of villa guests

Title	Full name	Age (if under 16)	Title	Full name	Age (if under 16)

Please see separate price list for current costs.

To calculate the Total Booking Fee please enter the villa cost and appropriate supplements and/or optional extras in the spaces provided opposite.

To calculate the deposit amount take 30% of the Total Booking Fee.

Full payment required if your departure date is less than 8 weeks away.

Villa cost per week £..... x number of weeks required	£
Mid term linen change for (number of people)	£
Winter heating cost	£
Z bed & Z bed linen pack	£
Grocery pack	£
High chair	£
Folding cot	£

I have arranged holiday insurance (required): YES / NO Insurance company: Policy number:	TOTAL BOOKING FEE (a)	£
	30% DEPOSIT (b)	£
	BALANCE (c)	£
	PLUS £200 DAMAGE/KEY DEPOSIT (d)	£200.00
	TOTAL BALANCE DUE (c + d)	£

Acceptance of terms. I have read and understood the Terms and Conditions of Booking overleaf and other information in this pack and I confirm on behalf of all the above persons, by each of whom I am authorised to make this booking, that I accept them and that this booking is made subject to those terms and conditions. I enclose 30% non-refundable deposit. I agree to pay the balance of the booking fee, plus additional £200 refundable damage/key deposit, not later than eight weeks before departure. **I am over 18 years of age.**

It is a condition of booking that all persons named on this booking form must, before travelling, take out holiday travel insurance adequate for their needs. PLEASE NOTE: if you do not provide (above) the name and policy number of your insurer the cost of our own recommended insurance policy will be added to the cost of your booking when we send you the confirmation invoice.

Signature (party leader):	Date:
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**Please return this booking form, and make cheques payable to:
 Steve Dilks, The Lawns, Carlton Hall Lane, Carlton in Lindrick, Worksop, Notts S81 9EE, UK. Tel: +44 (0)1909 540258,
 Mob: +44 (0)7720 150050, Fax: +44 (0)1709 786396**

TERMS AND CONDITIONS OF BOOKING FOR VILLA BENNIARES

Arrival and Departure Days

Bookings are from Saturday to Saturday unless prior agreement has been reached. Lettings will normally commence at 4.00 p.m. on the date of arrival and terminate at 10.00 a.m. on the date of departure. Variations to this are variable subject only to confirmation in writing by ourselves. Once the booking time has elapsed, the client should leave the property in a clean and tidy state with all refuse removed. If this condition is not met, the property is left in an inappropriate state or a delayed departure time is taken without permission, the owner/owner's agent has the right to receive compensation, the amount equivalent to three times the maximum price for the days exceeding the established date and time of departure on a pro rata basis calculated hourly.

Delay affecting your expected arrival time

If your arrival time is delayed beyond the expected arrival time, and this variation is more than two hours, please telephone the owner/owner's agent to advise.

Confirmation

Your booking is only confirmed on receipt of your deposit (or full payment if departure is less than eight weeks from the date of booking).

Booking Deposit and Payment

A non refundable deposit of 30% of the total booking fee is payable at the time of booking and returning the Booking Form. The balance without further notification and reminder from ourselves, is to be paid at least eight weeks prior to the arrival date. If the final payment is not received by that time, then the owner will consider that the hirer is in breach of contract, thereby cancelling the booking. If your booking is made eight weeks or less before the arrival date, it must be accompanied by a full payment which will then be confirmed as a completed booking.

Damage Deposit

There is an additional £200 Damage/Key Deposit payable with your full balance. This is paid either with the full balance eight weeks before departure or with the full balance if your booking is made eight weeks or less before the arrival date. This deposit is refunded to you on your return to the UK providing that there have been no damages to the property and that the keys have been returned to the owner/owner's agent (see 'Damages or Breakages').

Important – Insurance

It is a condition of booking that all persons named on this Booking Form must, before travelling, take out holiday travel insurance adequate for their needs. We cannot be held responsible for your costs if you fail to do so. The insurance should cover you if you have to cancel your holiday arrangements or if you incur any emergencies or unforeseeable circumstances. Personal liability cover provided by your holiday travel insurance should also meet the cost of any damage or breakages incurred during the period of your holiday. Unless you provided details of insurance cover on the Booking Form, the cost of our own recommended insurance policy will be added to your booking fee. If you have arranged your own insurance, please provide details of your policy on the Booking Form. **Bookings will not be accepted without insurance cover and you are responsible for maintaining that insurance cover until after you have vacated the holiday property.**

Warning – Please do not leave valuable objects in the villa. We cannot be held responsible for theft. A lockable safe for valuables is not provided by ourselves and we do not accept responsibility for any of your personal items or effects that are left in the villa at any time. If valuable objects are left on show and as a result if forced entry to the property is made, we reserve the right to withhold your damage deposit to cover the cost of any necessary repairs that may need to be made to the villa.

Cancellation

Cancellation must be received by ourselves from you in writing. In the event of cancellation less than eight weeks prior to departure, no refund will be given and the full balance will be due to ourselves. In the event of cancellation more than eight weeks from departure date, your 30% deposit will be forfeited, as will the cost of any insurance premiums which have been arranged by you or by us on your behalf.

If the £200 Damage/Key Deposit has been paid to ourselves at the time of cancellation, this will be refunded, assuming that your holiday has not already commenced.

Should you cancel your holiday mid-term, i.e. during the time of occupation of the villa, then no refund of any kind will be made to yourselves, with the exception of the Damage/Key Deposit which may be returned to you as you arrive back in the UK under the normal terms and conditions.

Own Risk

You and all members of your party agree to occupy and use Villa Benniaries at your own risk. The owner/owner's agents do not accept liability or responsibility for any loss, damage or injury sustained during the period of booking, howsoever caused. For the avoidance of doubt, this includes any loss, damage or injury caused directly, indirectly or consequentially, as a result of occupying and/or using the villa, its contents, the swimming pool, the surrounding areas and gardens, and any facilities that are within the villa or the neighbouring area to the property. Nor can the owner/owner's agent accept liability or responsibility for any loss, damage or injury experienced as a result of unforeseeable, unexpected events or as a result of circumstances outside of their control. You must ensure that no child under the age of 16 is left unattended or unsupervised by a responsible adult in the vicinity of the swimming pool. We recommend that no individual occupying the villa swims on their own at any time. We must remind you not to swim or use the swimming pool whilst under the influence of alcohol.

Loss of Accommodation

If Villa Benniaries shall be made unavailable as a result of any eventuality outside of the owner/owner's agents control, the owner/owner's agents shall not be responsible and shall not incur any liability for damages or consequential loss. If, prior to your departure date, Villa Benniaries shall be made unavailable as a result of any eventuality outside the owner/owner's agents' control, then a full refund of the villa hire cost and any Damage/Key Deposit paid will be made to you. No additional payment will be made to you at any point.

Services

The owners are unable to accept responsibility for any inconvenience caused by disturbances from neighbouring property or land, or by failure of local services such as electricity, water supply, or gas fired equipment or for the unavailability of any amenities including the swimming pool which may be due to being drained and refilled from time to time, or from the malfunction of any equipment such as the swimming pool plant, etc. The pool is normally unavailable during the winter period, being November to April.

During the period of occupation, it may be necessary to have gas bottles refilled or re-supplied. Whilst the owner/owner's agents will endeavour to assist in this matter, they are reliant upon local contractors and there may be a gap in time where the gas is unavailable. We will accept no responsibility and provide no compensation for such an eventuality.

Sub-Let

Details of all persons to be accommodated must be listed on the Booking Form. No other persons can be accommodated. No sub-let or rental of the property is permitted. The maximum occupancy of the villa at any time is 10 persons.

Conduct

The owner/owner's agent reserves the right to:-

- Terminate without notice the rights of those named on the Booking Form to occupy or use Villa Benniaries or,
- Take possession of Villa Benniaries if in their opinion any party acts in a manner which is disruptive or prejudicial to the wellbeing, enjoyment and comfort of other local neighbours, or which could damage the property of the owner, or other tenants and neighbours. This means that you may be prevented from using your accommodation. In the event of such termination or repossession, the owner/owner's agents shall not accept liability for any costs incurred as a result of (a) termination of the rights of you and your party to occupy the villa or (b) taking possession of the villa.

Reasonable Care

During the term of the let, you and your party are responsible for the villa and must take all reasonable care of the property and its contents. All equipment, utensils, etc., must be left clean and the property left clean and tidy at the end of the let. All rubbish is to be placed in the communal dustbins in the local area and not left in the villa or within the grounds of the villa. You are responsible for leaving the villa in the same condition that you found it, otherwise the owner/owner's agents will be entitled to charge an additional supplement before returning the Damage/Key Deposit.

Rights of Access

The owner/owner's agents or their sub-contractors have the right of access to the property at any time with due regard to the convenience of the hirer for the purpose of inspection of the property and to carry out any essential repair, maintenance or contract work.

Removal of Equipment

No furniture, furnishings, bedding, towels or equipment, may be taken outside the boundaries of the villa. Towels supplied must not be used for the swimming pool and must not be taken to the beach. You must provide your own pool towels.

Damages or Breakages

During your stay, we appreciate that accidents can and do happen. Guests are responsible, however, for breakages or damages to Villa Benniaries, the accommodation, furnishings, fittings, the villa surrounding areas and the swimming pool. For this reason, travel insurance must provide adequate personal liability cover for you. The property will be inspected after you depart and you will be notified of any damages or breakages for which we feel you are responsible. The cost of damages or breakages, based at the owner's discretion, on the cost of repair or replacement will be deducted from the deposit. In the event that the cost of damages exceeds the Damage/Key Deposit, you will be personally liable for this excess and this will be invoiced directly to the party leader who will remain personally responsible for the balance and subject to Court action if necessary for this balance to be reclaimed.

Complaints

Any complaints regarding the accommodation must be made in writing immediately to the owner/owner's agent, during your stay. We are unable to resolve problems after you have returned home.

Brochure Information, Website Detail and Photography

The descriptions provided for you, in the marketing of this villa were correct at the time of writing. This includes all descriptions and any brochure, website or literature received. If at the time of your booking we are aware of any changes which might significantly affect your holiday, we will endeavour to advise you immediately. Some of the photography used in our marketing literature, is of Villa Benniaries and some based on the neighbouring areas and location. This conveys the general sense of the villa's aspect and surrounding area.

Prices

These prices are correct at the time of application but we reserve the right to alter the prices without notice. No alteration however will be made once your booking is confirmed and a deposit has been received by ourselves.

Not included

The villa rental price does not include any travel, transportation or airport transfer to the villa.

Contract

Please read the Terms and Conditions of Booking carefully. These and the other information in this literature are the basis of a binding contract between yourself and the owners (Stephen Dilks and Beverley Walker, The Old Stables, 4 Green Farm Court, Carlton in Lindrick, Worksop, Notts, S81 9BJ, United Kingdom) and/or the owner's agent. This contract is non-transferable and is between the property owner/owner's agent and those listed on the Booking Form. In signing the Booking Form as party leader you are irrevocably bound by these terms and other information within this pack once we have accepted your booking and issued your holiday invoice and confirmation. The contract and all matters arising from it shall be governed by English law and shall be subject to the exclusive jurisdiction of the English Courts. We reserve the right to reject any application for booking without explanation.

Electronic Booking Form

If you download an electronic version of this form from the Internet or by e-mail from the owner, please ensure that no amendments are made to its contents or text as the owner reserves the right to cancel any bookings at any time should amendments have been made to the Booking Form contents or text. The prices and Terms and Conditions of Booking contained in our printed version of this Booking Form are final and binding in the event of any dispute. Printed copies of prices and Terms and Conditions of Booking are available on request if so required.

PLEASE RETURN THIS BOOKING FORM TO:

Steve Dilks, The Lawns, Carlton Hall Lane, Carlton in Lindrick, Worksop, Notts, S18 9EE, UK. Tel: 07720 150050 Fax: 01709 786396
For callers outside the UK call: +44 7720 150050 or Fax: +44 1709 786396

Please make cheques payable to S P Dilks.