

VILLA BARINAK

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Holiday Accommodation Rental Contract

Booking: Once a provisional booking of accommodation has been made, the signed Rental Contract, together with the appropriate deposit(s), should be returned to the Owner, within four days of receipt of the Rental Contract by the Client. Only after the Owner has posted written confirmation will the booking of accommodation become valid.

Terms of Payment: The Rental Contract must be accompanied by a non-refundable deposit of 20% of the full cost of the accommodation and the balance of 80% must be received not less than eight weeks before the date of departure. The Owner reserves the right to regard the booking as cancelled if the balance remains unpaid after the due date and shall be entitled to retain any deposit paid. For bookings made less than eight weeks prior to the arrival date immediate payment of the total cost is required. A Security Deposit of £150 may be required to cover the cost of any damages or breakages. Should the cost incurred be in excess of this amount then an additional invoice will be sent to the Client which is payable immediately. Alternatively the Security Deposit will be returned to you within eight weeks of your return less any costs incurred.

Prices: In the unlikely event that surcharges, brought about by external influences, are imposed after the date of the confirmation of the booking and exceed 10% of the total cost then the Client has the right to cancel the booking and a full refund of all monies paid will be made by the Owner.

Cancellation by the Client: The person who signed the Rental Contract or his/her legal representative must make any cancellation in writing. Cancellation of accommodation will apply from the date of receipt by the Owner of the written cancellation advice. The following charges will apply in the case of cancellation by the Client:

- Forfeit of deposit(s) if cancellation is received six weeks or more prior to the departure date
- 100% of total cost if cancellation is made within six weeks of the date of departure or if the booking is cancelled by us due to non-payment.

Cancellation by the Owner: In the very unlikely event that the specific accommodation as booked ceases to be available and the Owner is unable to offer the Client acceptable alternative accommodation, the Owner will refund the full cost of all monies paid including the deposit to the Client, and shall be under no other liability.

Alterations by the Client: If the Client wishes to change the composition of his/her party, or to alter any arrangements pertaining to accommodation, transfers, or any other arrangements undertaken on their behalf by the Owner following the despatch of the final invoice, a fee of £20 per alteration will be charged to cover costs incurred.

Information: Whilst every effort is made to ensure that descriptions supplied are accurately reproduced the Owner cannot accept responsibility for errors contained therein which are beyond the Owner's control. Minor differences between photographs and text and actual property may arise. If the Owner is aware of material changes after your booking has been confirmed we will advise you before departure.

The Client's Responsibilities: Only those persons named on the Rental Agreement may use the property unless prior arrangement is agreed with either the Owner or the Owner's Representative. In the event that the maximum number allowed at the property is exceeded then the Owner or the Owner's Representative reserves the right to refuse or revoke the booking at their sole discretion. The Client must keep the property in the same state of repair and condition as at the commencement of the rental period. The accommodation must be left in the same state of cleanliness and general order in which it was found. Should any of the furnishings or equipment in the accommodation be lost or damaged as a result of the Client's actions the Client will be required to make a cash settlement with the Owner or the Owner's Representative for any necessary replacement or repair either before or after his/her departure from the accommodation. Whilst your holiday enjoyment is important to us, it would be appreciated if noise levels could be kept to a reasonable level (particularly in outside areas) before 8.30am and after 11.00pm. No linens or soft furnishings belonging to the villa may be used outside, therefore please ensure you have beach towels.

Air Transport: Please note that the Owners do not sell or make available for sale or process the sale of air transport arrangements in connection with the accommodation described. We will, if requested, refer our Clients to a company(s) with whom they can book such arrangements.

Personal Travel Insurance: It is essential and a condition of booking that the Client and all members of his/her party have personal travel insurance. Details will be required either at the time of signing the Rental Agreement or when paying the final invoice.

Car Hire: The Owner may make arrangements for car hire for the Client. The Owner does not accept any responsibility for the car hire service. The car hire contract is strictly between the Client and the Car Hire Company and any complaint should be addressed directly to the Car Hire Company.

Complaints: In the unfortunate event that the Client has a complaint regarding the Accommodation whilst on holiday he or she must first contact the Owners' local Representative who will make every endeavour to resolve any justifiable complaint as quickly as possible. If after the Local Representative's intervention the Client feels that the problem was not resolved to their satisfaction then the Client should, within seven days of returning from the holiday, put his or her complaint in writing to the Owner. If the Client vacates the property before the end of the rental period without the local Representative's authorisation, the Client shall lose any rights to compensation.

Arrival/Departure Times: Guests should not expect to enter the villa before 2.30pm to allow for changeover and cleaning. Luggage can be stored securely in the site office. On departure day, guests should vacate the villa by 11.30am, unless agreed otherwise.

Damage: Neither the Owner nor the Owner's Local Representative shall be responsible for the death or personal injury of the Client or any person named on the Rental Agreement or any other person at the property unless this results from the proven negligence of the Owner, the Local Representative or employees. The Owners shall not be liable for any loss, breach or delay due to any cause beyond their reasonable control including though not limited to an act of God, explosion, flood, tempest, fire or accident, war or threat of war, civil disturbance, acts, restrictions, regulations, bye-laws, or measures of any kind on the part of any government or local authority, strikes, lockouts, or any other industrial actions or disputes or adverse weather conditions. Neither the Owner nor the Local Representative can be held responsible for the breakdown of mechanical equipment such as pumps, boilers, swimming pool filtration systems etc., the failure of public utilities such as water, gas and electricity or disturbance originating beyond the boundaries of the accommodation or which is beyond their control.

Health Issues: It is essential and a condition of booking that appropriate travel insurance must be taken out by the Client and all members of his/her party. Forms E111 covering medical treatment in EEC countries are not appropriate in Turkey.

Your Holiday Contact: In the event that you need help or assistance or indeed should you experience any problems during your holiday please contact our Local Representative. Full details of this and other relevant information will be given when we send your final invoice approximately eight weeks before your departure.

Signature of Client:

Date:

Signature of Owner:

Date:

Holiday Accommodation Details
(Client to insert missing information)

- **Name and Address of the Client:**

- **Holiday Dates:**

- **Total Cost of Accommodation only:**

- **Security Deposit required, payable with balance:**

- **Amount payable at time of booking:**

(either 20% of the total cost if booking made more than 8 weeks from departure, or total amount + security deposit if booking was made less than 8 weeks from departure)

- **Telephone/Fax Number(s) of the Client:**

- **Email Address of the Client:**

- **Number of Adults** ___ **Number of children under 2 years** ___ **2 & over** ___

- **Number of cots required: none/one/two (please circle)**

- **Names of Guests in the Party:**

- **Personal Travel Insurance Details (Name of Insurer and Policy Number which can be supplied on settlement of the final invoice. For information only):**

- **Transfers from/to Airports in Turkey (costs paid locally to transport company in TL or Sterling)**

Cost is £55 one way by car and £65 one way by minibus

Book transfer: YES/NO (delete as appropriate)

Dalaman-villa only/villa-Dalaman only/both ways (delete as appropriate)

- **Car hire reservation:** (costs to be paid locally to car hire company; guide prices only)

1-3 days small £25 (eg Renault Clio) £28 med (eg Ford Focus) £40 large (minibus)

4-30 days £23 £25 £35

(transfer & car hire prices are correct at the time of printing but may be subject to change)

All vehicles are air conditioned and price include insurance.

Please indicate small/med/minibus (circle choice) and no. of days _____

Deliver car to villa/airport (delete as appropriate)