



## Casa La Mata

### Terms and Conditions of Booking

The following **Booking Conditions** together with the **General Information** contained on our website [www.rodagolfbeach.co.uk](http://www.rodagolfbeach.co.uk) form the basis of your contract with June & Stewart Nicol, 18 Pennyland Drive, Thurso, Caithness KW14 7NZ, United Kingdom. Please read them carefully as they set out our respective rights and obligations.

All bookings are made subject to these booking conditions.

#### **1. Making your Booking**

##### ***1.1 Booking Methods***

Bookings can be made online by using the booking facility made available at [www.rodagolfbeach.co.uk](http://www.rodagolfbeach.co.uk). Bookings made online will only be regarded as confirmed once we receive your booking deposit. Bookings can also be made via post using our booking form generation facility. Postal bookings will only be regarded as received once your payment has cleared into our bank account. Due to the nature of postal services, you accept that any dates you attempt to book by post may become unavailable during the time it takes for your application to arrive with us, or for your funds to clear.

##### ***1.2 Booking Confirmation***

Once we have received your booking form and booking deposit, we will, subject to availability, confirm your stay by issuing a confirmation invoice by email. This invoice will be sent to the party leader. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within 5 working days of our sending it out.

##### ***1.3 Number of Persons***

Only those persons whose name appears on the Booking Form may use the property. The number of persons (adults and children) must not exceed **six**. The substitution of persons during the rental period is forbidden unless previously agreed.

##### ***1.4 Arrivals***

On arrival you must present your confirmation details as well as your passport or identity card to our representative. Rental times are from mid-day on day of arrival and must be vacated by 10am on day of departure.

#### **2. Payment**

##### ***2.1 Confirmation Deposit***

In order to confirm your booking, an immediate deposit of **20%** of the full payment is required (or full payment if booking is within **8 weeks** of arrival) must be paid at the time of booking.

This deposit is not refundable in the event of your cancellation or failure to pay on time as set out below.

## ***2.2 Payment of the Full Balance***

The full balance of the cost of your stay must be received by us not less than **8 weeks** prior to arrival (or at the time of booking if this date has passed). This date will be shown on the confirmation invoice. If you have not paid in full and on time we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in clause 6 below will be payable.

## ***2.3 Security Deposit***

You must pay a security deposit of **£100.00 GBP, 8 weeks** before arrival (or at the time of booking if this date has passed). The cost of any damage to the property and to any items in or at the property caused plus any service charges incurred by you or any member of your party (for example telephone calls) will be deducted by us from the security deposit at the end of your stay. If no deductions are required your security deposit will be refunded in full to you **7 working days** after your departure from the property. If the security deposit is not sufficient to cover any damage caused or service charges incurred by you, you will be responsible for paying us any additional monies required immediately.

## **3. Your Contract**

A binding contract between us comes into existence when the deposit payment is paid (see clause 2 above). If you cancel after paying the deposit our normal cancellation charges will apply. This contract and all matters arising out of it are governed by United Kingdom law. You agree that any dispute arising out of or connected with your holiday will be dealt with by the Courts of the United Kingdom.

## **4. The Cost of your Stay**

We reserve the right to increase or decrease the prices of accommodation at any time. The price of your stay will be confirmed at the time of booking, subject to the correction of errors. You must check the price of your stay at the time of booking. We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of any error.

## **5. Changing your Booking**

Should you wish to make any changes to your confirmed booking, you must notify us as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee may be payable together with any costs incurred by ourselves.

## **6. Cancelling your Booking**

Should you need to cancel your stay after the contract has begun (see clause 3 above), the party leader must immediately advise us of this. Your notice of cancellation will only be effective when we confirm we have received it. It is your responsibility to ensure that any such cancellation request has been received by us.

As we incur costs from the time we confirm your booking and may be unable to re-sell your period of stay, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost of the booking charges.

### **Casa La Mata Cancellation Charges**

Deposit of 20% is non refundable

Between 8 weeks and 12 weeks before arrival date – 50% of Total Cost

Less than 8 weeks before arrival date – 100% of Total Cost

## **7. Insurance**

**It is strongly recommended that you take out adequate travel insurance. Please read your policy details carefully. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs. Travel insurance can not be purchased from us.**

## **8. Changes and Cancellation made by us**

Occasionally, we may have to make changes to and correct errors on our website descriptions and other details both before and after bookings have been confirmed. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

If we have to make a significant change to or cancel a booking, we will inform you as soon as possible. We will endeavour to offer you an alternative period should a significant change or cancellation occur.

We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation.

## **9. Force Majeure**

We regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we the supplier of the service in question 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.

## **10. Our Liability to you**

### ***10.1. Factors affecting Liability***

We promise to provide your accommodation with reasonable skill and care. We do not accept responsibility if any death, personal injury, failure or deficiency of your accommodation arrangement is not caused by any fault of ours. When we refer to "fault" this means, failure by ourselves to use reasonable skill and care in performing or providing the service in question. Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim.

We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or claim of any description whatsoever which results from any of the following:

- (a) the fault of any person or persons which may be affected or by any member of their party or
- (b) the fault of any third party or other to which we could never have predicted or avoided or
- (c) an event or circumstance which could not have been predicted or avoided (see clause 9)

In addition, we will not be responsible where you do not enjoy your stay or suffer any problems because of a reason you did not tell us about when you booked your stay or where any problems you suffer did not result from any breach of our contract or other fault of ourselves.

Please note, we cannot accept responsibility for any services that do not form part of our contract. This includes, for example, any additional services or facilities any other supplier agrees to provide for you.

### ***10.2. Correctness and Suitability***

The promises we make to you about the accommodation we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the accommodation in question had been properly provided. If the particular accommodation which gave rise to the claim or complaint complied with local laws and regulations applicable to those accommodation at the time, the accommodation will be treated as having been properly provided. This will be the case even if the accommodation did not comply with the laws and regulations of the UK which would have applied had that accommodation been provided in the UK.

### ***10.3. Maximum Liability***

\*We limit the maximum amount we may have to pay you for any and all claims or parts of claims which do not involve personal injury, illness or death. Except where loss of and/or damage to luggage or personal possessions is concerned or a lower limitation of liability applies to your claim, the maximum amount we will have to pay you for such non personal injury claims if we are found liable to you on any basis is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your stay.

\*Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £35 per person affected as you are assumed to have taken out adequate insurance at the time of booking.

### **11. Complaints and Problems.**

In the unlikely event that you have any reason to complain or experience any problems with your stay whilst away, you must immediately inform us. Any verbal notification must be put in writing and given to us as soon as possible. Until we know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause.

### **12. Behaviour.**

You accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct to us at the time. If you fail to do so, you will be responsible for meeting any legal costs we incur in full in recovering full payment from you.

Casa La Mata adopts a **non smoking** policy. We hope that guests will respect our wishes and keep smoking to outside the apartment and use ash trays provided keeping mess to a minimum.

No Pets allowed.

We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to the property, or in any way damage the reputation and/or goodwill of the Owner we are entitled, without prior notice, to terminate the occupation of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation. We will have no further responsibility toward such person(s). No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

### **13. Special Requests and Medical Problems**

If you have any special request, you must advise us prior to making any booking. Although we will endeavour to meet any reasonable requests we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

If you or any member of your party has any medical problem or disability that may affect your stay, please advise us prior to making your booking so that we can inform you as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

### **14. Passports, Visas and Health Requirements**

It is your responsibility to ensure that you are in possession of all necessary travel and health documents (including Passports and Visas where applicable) before departure. You must pay all costs incurred in obtaining such documentation. If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country to which you are intending to travel.

### **15. Prices and Website Accuracy**

Please note, the information and prices shown on our website may have changed by the time you come to book your stay. Whilst every effort is made to ensure the accuracy of the website and prices at the time of requesting the booking, regrettably errors do occasionally occur. You must therefore ensure you check all details of your stay (including the price) on your booking acceptance.

## **16. Complaints Procedure**

In the event of any problems you must contact us immediately, plus you undertake to do your best to resolve or minimise the problem in order to avoid any prejudices that could result. You must immediately get in touch with us by telephone on the day of your arrival, confirming your complaint in writing within 24 hours by fax or by e-mail. You are obliged to give us the time necessary to resolve the problem.

Should there be no complaint supplied specified as above and you leave the accommodation prematurely and without an explicit authorisation by us, you forfeit your rights for a refund of the rental price, unless the terms of this contract have been breached. Complaints received at the end of the stay will not be taken into consideration and no refunds will be given.

Please note that the property is not an official tourist structure, such as a hotel, residence, etc. but a private dwelling. Being such, there is no standard or categories that are internationally recognised, indeed it reflects the architecture and furnishings, the local traditions and the personal taste of the owner. This is precisely the kind of holiday that we offer: the chance to partake in the culture of the area chosen, living for a few weeks in the same surroundings as an inhabitant would. We cannot however exclude the possibility that these differences can sometimes result in minor inconveniences - due to the special nature of its architecture and of traditions in the area - but which cannot be accepted as complaints.