

## Booking Conditions

Please read these booking conditions carefully. We, Goldcity UK Sales Limited (Company Number 06370045) book your accommodation or other services as agent. Your contract will be with your accommodation owner or service provider (referred to as Owner from now on) and these booking conditions set out the basis of your contract with the Owner. They also set out the basis of our involvement as booking agent. The Contract, and all matters arising out of it, is governed by English Law and shall be dealt with in the courts of England and Wales.

**1. BOOKING AND PAYMENT** - When you make a booking you make an offer to the Owner that we are free to accept or reject on their behalf. The person who signs the booking form or completes the booking online or by telephone must be over 18 years of age and is responsible for payment of the total booking price and subsequent cancellation or amendment charges that may be payable. He or she also agrees to provide accurate and full information to the remainder of the travelling party in relation to the booking, including any that may be added at a later date and agree to be bound by these terms and conditions, and all other information in the relevant brochure or on our website.

When you make a booking you must pay a deposit and the amount will be advised to you at the time of booking. The balance price must be paid at least 8 weeks prior to departure date. If the deposit and/or balance is not paid in time, we may cancel your booking, or apply an administration charge.

**2. OUR LIABILITY TO YOU** - The accommodation and other services featured in our brochure and on our website belong to and are managed by independent owners and suppliers. We are responsible for making your booking in line with your instructions. As we act only as agent, we cannot accept liability for any information about the accommodation or other services that we pass on to you in good faith.

We do not accept any liability for transport to or from your home, nor transport to or from the accommodation, nor transport during your stay even if provided by the Owner. However, if it is found that we are liable to you on any basis whatsoever, our maximum liability to you is twice the cost of the accommodation or other services booked through us. This amount is reduced accordingly if not everyone on the booking is affected.

You are obliged to assist us in recovering from any third party any sum that may compensate us for any sums we pay to you. If requested to do so, you must transfer to our insurers or us any rights you have against the Owner/supplier or other third party. You must follow the procedures set out in the clause below entitled "Complaints".

**3. CIRCUMSTANCES BEYOND OUR CONTROL** - We, on behalf of ourselves as agent, and the accommodation Owner or service provider, do not accept responsibility or pay any compensation where the performance or prompt performance of the contract is prevented or affected by reason of circumstances which amount to force majeure.

Force majeure means circumstances beyond our control and means that we and the Owner or service provider could not foresee or avoid such circumstances, even after taking all reasonable care. Such circumstances include, but are not limited to the destruction or damage of your property through fire, flood, explosion, storm or other weather damage, break-in, criminal damage, riots or civil strife, industrial action, natural or nuclear disaster, adverse weather conditions, war or threat of war, actual or threatened terrorist activity, epidemic or other similar situations beyond our control or that of the Owner or service provider.

**4. PRICES AND INFORMATION** - We endeavour to ensure that prices provided on the website and in the brochure are as up to date as possible but we reserve the right to alter prices, which may go up or down. We will advise you of the current price at the time we confirm your booking, which will override any previous quotations.

If there are any significant information changes or we find any mistakes we will endeavour to put the correct details on our computer system or website.

Some temporary changes cannot be predicted e.g. swimming pool maintenance, fixtures, fittings, feature and facilities. Further, some facilities may be unavailable due to insufficient holiday makers, adverse weather conditions and other conditions beyond our control such as religious festivals and public holidays. Distances and sizes quoted are approximate. Also certain items in photos (furnishings etc) may be subject to change and may not always be exactly as shown. Our brochures and website show photographs of some typical interiors and thus not all interiors are shown. Our brochures and websites show photographs of some of the facilities and activities available. We do not recommend the use of any of these facilities or activities. Any third party web addresses listed in our brochure or links from our website should not be seen as a recommendation from us. We accept no responsibility for the content of such websites.

**5. BEFORE YOU TRAVEL** - You must take out adequate travel insurance suitable for your needs before you travel. Neither we nor the accommodation Owner or service provider can accept responsibility for any costs you incur as a result of you failing to do so.

**6. CHANGES YOU MAKE BEFORE TRAVEL** - Requests for amendments after booking has been confirmed

must be in writing by post or email. If it is possible to make an amendment we will charge a £35 administration fee together with any costs or charges imposed by the Owner or supplier and any applicable increase in the price if the amendment relates to a change of date.

Telephone us immediately if you wish to cancel and on the same day send us written confirmation by post of email quoting your booking reference.

Your cancellation is effective from the date we receive your written confirmation. The cancellation charge is calculated from this date.

Time before departure we receive your notice to cancel	Cancellation Charge
More than 8 weeks	Loss of Deposit
8 weeks or less	75%
4 weeks or less	100%

If any member cancels and you cannot fill their place, you may have to pay additional supplements for you accommodation. If you do cancel, you must still pay any amendment charges that arose before cancellation, and any deposits paid for any pre-booked items or services.

**7. DAMAGES AND SECURITY DEPOSIT WAIVER CHARGES** - You are strongly advised to have personal insurance that covers you for accidental damage and personal liability. You may be required to check and sign an inventory on your arrival at the property. If at this time you discover anything is missing or damaged then this must be reported to the reception on site immediately otherwise it will be presumed that the damage/loss was caused by you and a charge made. In the event of any damage, breakages, losses, additional cleaning etc. charges may be made by the Owner or by ourselves.

All bookings are subject to a non-refundable security deposit waiver charge and/or breakage deposit. All details are provided on your confirmation invoice. This covers the cost of any minor damage and/or breakages caused by you in, at or to the property and is payable to us with the final balance. If the security deposit is not sufficient to cover the costs of any breakages and/or damage caused by you, you will be responsible for the full amount of any additional charges, costs and/or losses caused. In some types of accommodation, you will be required to lodge a security deposit direct to the reception upon check-in. This is usually done in the form of a credit card swipe upon check in.

**8. IF YOUR ARRANGEMENTS ARE CHANGED OR CANCELLED** - In the unlikely event of the Owner cancelling your booking after the booking has been made, we will tell you as soon as possible and try to provide you with alternative accommodation of a similar standard or a full refund. If a similar standard property is not available and you choose to stay in more expensive accommodation, you will have to pay the difference. As we are an agent, we regret we cannot pay any compensation or reimbursement of any expenses or costs that you may incur as a result (including costs or any transport or other services booked directly by you.)

If due to a force majeure it is necessary to change or terminate your arrangements we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers) pay you any compensation or meet any costs or expenses you may incur as a result.

**9. COMPLAINTS** - If you have a justifiable complaint regarding your accommodation or other service, then you must first try to resolve it with the reception on site/other supplier yourself. If they are unable to resolve the complaint then you must contact our UK office before departing from the accommodation and request assistance so the matter can be resolved quickly. You must give us the opportunity to try and resolve any problems or complaints. Any refusal to do so or refusal of reasonable rectification may prejudice your rights. We may need time to make arrangements. Staff/repairers must be given access to the property if you have a problem. We reserve the right to contact the Owner/reception/other supplier at any point and you must agree to meet with them to discuss the situation. We also reserve the right to send an independent witness to establish facts; they will not be available to make direct comment. If your complaint is still not resolved you must contact us again as we will assume it has been resolved if you do not. You must confirm any unresolved complaint in writing to us within 28 days of your departure from the accommodation. Failure to notify us entirely in accordance with this paragraph may affect your rights under this contract.

**10. THE ACCOMMODATION** - Please note it is the requirements of the standard of the country in which any services that make up your holiday are provided that apply to those services and not to those of the UK. Clients must take all reasonable precautions to protect themselves whilst on holiday. There are widely varying standards in different countries in terms of electrical fittings, plumbing, ventilation, decoration and building standards. Furniture and soft furnishings may not be to your own taste and mattresses may not be as comfortable as your own. Further, the water in some of the properties is heated by solar panels and thus on cloudy days may be tepid. Given the rural setting of many of the properties the energy supply can be erratic. Weather conditions may also affect any satellite system present in the accommodation.

We do not accept any responsibility for building works or road works that may be carried out on or near to your accommodation. We do accept any liability for noise that may arise as a result of this type of activity, or noise in any other circumstance whatsoever.

The maximum party size in each property is stated in the description. This figure includes children. Changes to the numbers quoted at the time of booking must be requested in writing in advance of your arrival at the property. We must be informed of any guests, not advised to us at the time of booking, staying at the property or making use of the property's facilities, for which an additional charge may be payable. Pitching tents or parking caravans to accommodate more people is strictly prohibited. Animals are not allowed without prior written permission.

**11. BEHAVIOUR** - By booking with us, you accept responsibility for any damage or loss caused by you or any member of your party. For the sake of clarity "member of your party" includes any children in your party; we will hold you fully responsible for their behaviour and conduct. Full payment for any such damage or loss must be paid direct to the Owner/reception/other service provider. If you fail to do so, you will be responsible for meeting any claims subsequently made against us together with our own and the other party's full legal costs as a result of your actions.

We expect you to have consideration for other people. If, in our reasonable opinion or in the reasonable opinion of any other person in authority, you or a member of your party behave in such a way as to cause or be likely to cause, danger, upset or distress to any third party or damage to property, the Owner, we, or any person in authority are entitled, without prior notice, to terminate the contract. Neither the Owners nor we will have any further responsibility towards your party. No refunds will be made and we will not pay any expenses or costs incurred as a result of termination.

**12. ARRIVAL & DEPARTURE** - You may not check-in to your accommodation before 3pm but must depart by 10am. On departure you are expected to remove all personal items including all foodstuffs, empty fridges/freezers, empty all bins, empty dishwashers, wash up and put away all used kitchen equipment, return all items to their original position and dispose of all household rubbish at the designated points. Failure to do so will incur costs to you.

**13. CONFIRMATION** - Please check the confirmation invoice carefully immediately upon receipt and notify us straight away of any error. We cannot accept liability for any inaccuracies or omissions in any document not notified to us within 7 days of the issue date of the document concerned.

You must inform us in writing at the time of booking of any disability or medical condition any member of your party has and of any other circumstances which may affect your holiday (e.g. babies or small children, elderly persons, late or early arrival, specific allergies). You must also give us full details in writing of any special requirements you may have. While we will endeavour to pass any reasonable requests on to the owner of the property, we regret we cannot guarantee any requests will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the owner or service provider is not confirmation that the request will be met. We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on fulfilment of a particular request.

If we reasonably feel unable to properly accommodate the particular needs of any member of your party, we reserve the right to decline your booking on behalf of the Owner or service provider, or, if full details are not given at the time of booking, cancel when we become aware of these details. However, acceptance of a booking with notification of any particular need by us does not mean that we assess that the accommodation is suitable. We do not accept any liability for unsuitable accommodation.

**14. PRIVACY STATEMENT** - In the interests of staff training and improving customer service we may occasionally record and monitor telephone conversations with clients.

In order to process your booking, we need to collect certain personal details from you. These details will usually include the names and addresses of party members, credit/debit card or other payment details and special requirement such as those relating to any disability or medical condition. If we need any other personal details we will tell you.

We need to pass on your personal details to the companies and organisations that need to know them so your holiday can be provided.

We may occasionally contact you with marketing information such as special offers or our latest brochure. If you do not wish to receive such information from us, please let us know and we will delete you from our marketing database.

Except where expressly permitted by the Data Protection Act, we will only deal with your personal details as set out above unless you agree otherwise. We promise to keep all personal details you give us in connection with your booking confidential.

**15. INVALIDITY** - If a provision of these Booking Conditions is held to be illegal, invalid or unenforceable such provision shall, to that extent, be deemed not to form part of these Booking Conditions and the legality, validity and enforceability of the remainder of these Booking Conditions shall not be affected.



# Useful Holiday Information

**Our responsibility to you** - We are an accommodation booking agent and as such pride ourselves in offering a high quality service. The Resort itself will be happy to help with any information on excursions, special packages facilities and services.

**Facilities and services** - Unless explicitly stated otherwise, it should be assumed that any Resort facilities and services are chargeable locally. Although currently many are offered by The Resort on a complimentary basis.

**Roof Terraces/Balconies/Pools/Terrain** - Given the tiered nature of The Resort, care should be exercised generally. Terraces, balconies and pools should be accessed with caution. Children should be supervised by you at all times especially near water, on balconies or in unfamiliar buildings or surroundings.

**Smoking** - is not permitted in any of the accommodation at any time.

**Biting insects** - including mosquitoes, are common place in hot countries and you should consider taking insect repellents.

**Tap Water** - We do not recommend drinking the local tap water.

**Pools** - Every pool is different so you are strongly recommended to familiarize yourself with the pool layout, identifying the deep and shallow ends before using. Do not use the pool after dark or when the pool is closed even if the pool has underwater lights. Outdoor pools are generally not heated. Guests are responsible for supervising children as there are numerous pools around the resort (including private and communal) which may be easily accessible to children. Please note that access to most pools is via a ladder.

**Special Requests** - If you have a special request for anything relating to your accommodation which is not automatically supplied please let us know when you book, and we will pass this information onto the supplier we work with. Our note of your request on your invoice confirms we have received it and does not guarantee that we, or the supplier, can meet with your request. Verbal confirmations of special requests can not be taken as a guarantee that they will be met.

**Water, Energy and Satellite Signal** - electricity may occasionally be erratic due to the rural setting. The water is heated by solar power in many of the properties and on cloudy days the water may be tepid. Weather conditions may affect satellite signal from time to time.

**Brochure Accuracy and Information** - Some amenities or resort facilities may not be open from time to time for reasons such as maintenance, insufficient holiday makers, unfavourable weather including religious festivities and public holidays.

**Check In/Check Out Times** - On the day of your departure you must vacate your accommodation by 10 a.m. When you arrive your accommodation is reserved from 3.00 p.m. Should your scheduled arrival time be late at night/in the early hours of the morning, this means that your accommodation will have been reserved for you from the previous day and this constitutes the first night of your occupancy.

**Disabled Travellers** - Irrespective of the suitability of your chosen accommodation, the natural terrain and layout of The Resort can make life difficult for wheelchair users and the less active. It is therefore important if you have any disability, or are not physically fit, that you are fully satisfied that you have made the correct choice before you book and confirm your accommodation.

**Transport** - We are not involved in and take no responsibility whatsoever for any travel arrangements to or from Resort or during your stay at Goldcity. This includes any transport arrangements you make directly with the hotel, either complimentary or otherwise.

**Your Accommodation** - Anything that you are unhappy with should be reported to the 24 reception immediately. In the unlikely event that the problem is not resolved in what you consider to be a reasonable timeframe please escalate to the Duty Manager. If you are still dissatisfied please contact us so that we can resolve the problem promptly.

**Maid Service** - Accommodation is fully serviced prior to your arrival. Villas and apartments will have a light cleaning service a minimum of once per week and during a 2 week stay towels and linen will be changed once. A light cleaning service comprises floor sweeping, bathroom surfaces and general tidy. Maids are not responsible for bed making, laundry or washing up. Housekeeping services may not be declined by guests. If you require more frequent cleaning/laundry please arrange and pay for this locally. Please note that cleaning products are not provided (including dishwasher/washing machine powder).

**Maintenance and Repairs** - Please report any defects, damages or breakages immediately to the 24 hour reception in the interests of your safety and the safety of future holiday makers. Pools and gardens are regularly maintained by the Resort Management and as such maintenance personnel require uninvited access to garden areas.