**Terms and conditions of renting Villa Lucia Kalkan**

**TERMS AND CONDITIONS**

All bookings are subject to these conditions which are deemed to have been accepted in full by the lead guest and all persons in the party.

**PAYMENT POLICY**

To book your holiday at Villa Lucia a booking deposit of £250 is payable. Once the booking deposit has been received the dates are secured and cannot be changed unless otherwise agree with the owners. The booking deposit is non-refundable. An email will be sent to you to confirm your booking. Please read through this carefully to ensure all dates and payments due are correct. The remaining balance and a £300 damages deposit is due, in full, at least 8 weeks prior to your arrival.

The £300 damages deposit will be used for multiple breakages or damage caused to the villa or the contents.

Small minor breakages will not be deducted if we are informed at the time. If we are not informed, and these breakages are found upon final inspection then we reserve the right to withhold money from the damages deposit.

Any damages deposit due to be returned, will be within 48 hours of your departure from the Villa. We will email you after your departure, villa clean and inspection, for your account details to return your deposit.

**FORM OF PAYMENT**

All payments must be paid in GBP (£).

Payments, including booking deposit, remaining balance and damages deposit, shall be paid by bank transfer. Bank account details will be provided once the booking request has been confirmed.

**CANCELLATION POLICY**

By the guest - Any cancellation by the guest must be notified in writing to the owner. The following charges will apply:

• Over 8 weeks  - booking deposit only

• 6-8 weeks - 50% of total cost

• 4-6 weeks - 75% of total cost

• Within 4 weeks of stay - 100% of total cost

By owner - The owner reserves the right to cancel the booking if the balance payable is not received 8 weeks prior to arrival as dated in the confirmation of booking email. If through circumstances beyond the owner’s control it is necessary to cancel the rental agreement, the owner will refund any monies paid by the guest, without interest or further compensation.

We strongly recommend that you obtain travel insurance that will cover you for flight cancellations, covid and sickness. We suggest looking at a reputable comparison website to compare travel insurance policies.

**DAMAGES DEPOSIT**

A damages deposit of £300 will be charged to cover any breakages or damage whilst staying in the villa. The damages deposit will be returned to the lead guest within 48 hours of departing the villa, provided there are no damages, missing items, no additional cleaning due to the villa being left abnormally dirty and no other outstanding charges like lost keys etc. In case of any breakages for which the costs cannot be determined immediately and exactly, delays up to four weeks may be caused.

**WHAT IS INCLUDED**

The villa rental includes the cost of mid-stay cleaning, an end of stay cleaning, water, electricity, Wi-Fi, air conditioning, maintenance of swimming pool and garden. Mid-stay cleaning includes changing bed linen, change of towels, cleaning bathrooms and floors. It does not include washing up guest dishes, or washing guest's laundry etc.

Any defects or deficiencies at the villa must be reported within 24 hours of guests arrival to the manager Şahin or the owners. Once reported the manger will do his upmost to rectify an issues. After this time it will be assumed that everything is in order.

If any issues that cannot be rectify during the guests stay, compensation from the owners will be considered after the stay. If it is thought by the owners and management that compensation is due, this will be paid in GBP (£) and the final amount is non-negotiable and cannot be revisited after compensation has been paid.

Villa Lucia is fully furnished. Rearranging the furniture or removing any items from the villa is strictly prohibited and may compromise your damages deposit.

**OCCUPANCY**

Only guests registered on the Turkish GIYKIMBIL system may occupy the villa. Any additional guests requesting to stay must be pre-authorised by the owners. Failure to do so will result in the whole group being evicted from the villa without refund.

Under no circumstances may more than the maximum number of 8 persons occupy the villa. Should a group misrepresent themselves, they will be required to vacate the villa immediately without refund.

**ARRIVAL/DEPARTURE**

Reservations are for a minimum of 4 nights (other than by prior arrangement). The villa is available after 15:00 (local time) on the day of arrival and must be vacated by 11:00 (local time) on the day of departure, unless otherwise agreed in writing by the owners. Our management cannot authorise an early check in or a late check out. A penalty charge of £100 will be deducted from the damages deposit should the owner or their management find the villa is still occupied after this time.

By Turkish law we are required to submit a GIYKIMBIL form (Guest registration) to the local Turkish Gendarmerie (Turkish military police). On this form we will need to submit details for all occupying guests, including children and babies. The form requires the guest's details and travel information (arrival time and date to the villa, departure date, passport numbers, flight numbers and home address and contact numbers) at least 2 weeks prior to arrival. You will receive these forms in an email when the final balance has been paid 8 weeks prior to your stay. As the forms are required by Turkish law failure to complete and submit these forms will result in the guests not being able to gain entry to the villa, and no refund or alternative accommodation will be provided. Please be aware that the Turkish Gendarmerie (Jandarma) have full authority to check villas and check that the information provided by the guests is correct. Any misinformation given on the GIYKIMBIL form is full responsibility of the guests and has no bearing on the villa owners. Any fines etc incurred by the Jandarma, if any, for giving false information is payable by the guests and no liability of the villa owners.

**KEYS AND LOCAL CONTACT NUMBERS**

Instructions for key collection from the outside key lock box will be sent via email once the total balance is paid. If you require our manager to greet you on arrival (only between the hours of 11.00 and 20.00) we can arrange this for you upon request, prior to your arrival.

**GUEST RESPONSIBILITIES**

Guests must keep the house and all furniture, facilities and equipment in the same state of repair and condition as at the start of their stay. At the end of the hire period, the property and its contents, including all equipment, furniture, utensils, etc must be left clean and tidy which includes the crockery and cutlery cleaned and stored in the appropriate cupboards and ensure that the cooker, oven, fridge and microwave are clean. Barbecue must be left clean and all rubbish needs to be cleared away from the property and placed in the large communal dustbin which is outside and to the left of the villa. A cost of £50 will be deducted from the damages deposit should it be necessary for the housekeeping staff to either clean the BBQ or discard rubbish that has been left after the villa has been vacated. A further charge will be made if the villa is left in an unreasonable and unclean state. The charge will be determined by the management and will be deducted from the damages deposit. The villa owners will request photo evidence from management which will be available to guests on request.

Guests are responsible for all damage or loss which occurs to the property or its contents during their occupation and will be responsible for paying appropriate compensation to the owner in case of any damage.

**SECURITY**

Guests are responsible for the security of the villa during occupancy. Guests must keep all windows and doors securely locked at all times when not on the premises.

Any valuables left at the property are at guest's own risk. There is a safe available for your valuable items. The owner is not responsible for loss or breakage of guest's personal goods. It is unlikely in Kalkan, but as with all properties there is a risk of burglary. It is guests responsibility to advise the owner or management immediately in case of burglary. The owner accepts no responsibility for any loss or damage due to theft or any security related incident however caused but will help in every way possible with police enquires.

Guests are responsible for keys. There is a £50 charge for each lost key. There is an outside key lock box available for you to keep keys safe when out, if you so wish.

**TRAVEL DOCUMENTS**

It is the responsibility of the guests to ensure that all those travelling in the party have complied fully with all passport and travel requirement at the time of travel. Any failure in this respect may result in their travel arrangements being amended and/or curtailed with consequential losses in respect of their villa booking. In such circumstances no liability attaches itself to the owner.

**RIGHTS OF ACCESS**

The owner of the villa and/or our management shall be allowed free access to the house at any reasonable time during the holiday occupancy for the purpose of linen changes, inspection of the property, maintenance or in case of emergencies, e.g. failure of any facilities. Unless it is an emergency or we feel the property is at risk or guests are acting inappropriately, we will always try to give notice of access so as not to interrupt your holiday.

**SWIMMING POOL AREA**

Use of the swimming pool is at the guests own risk. Guests are specifically advised not to allow unsupervised children near the pool or anyone intoxicated. We accept no responsibility for death or serious injury caused. No glass of any kind is allowed in the pool area. Plastic glasses, cups and plates are available for poolside use which can be found in the kitchen.

**SMOKING POLICY**

Smoking and vaping are not permitted anywhere in the house. However, clients may smoke or vape outside the house. Ashtrays are provided for guest use. These are kept in the kitchen.

If guests are found to have smoked or vaped inside the villa, the full damages deposit will be forfeited to cover the costs of cleaning the Air Conditioning System and fumigating furnishings etc.

The whole group will be asked to leave immediately if signs of smoking or vaping is found in the house during your stay.

**INSECTS & PESTS**

Insects and pests are inevitably present in the warm Turkish climate. Within reason, this is normal and the owner cannot take action to totally eradicate the problem but only control it. Only when, in the owners reasonable opinion, pests in the living accommodation become a serious nuisance will further action be taken. Please contact the owners or the manager as soon as possible if you experience a problem with insects or pests and they will act accordingly.  Failure to report a problem immediately cannot be deemed an excuse by the guests to claim compensation.

**PETS**

Pets of any kind are NOT allowed in or on the villa’s premises without express and written permission from the owners. A pet, or evidence of a pet, found on premises, without written consent, will cause immediate eviction, and the guests full damages deposit will be forfeited.

**DRUGS & HAZARDOUS MATERIALS**

Guests, visitors and any members of the party shall not use or permit to be brought into any villa any illegal substances, inflammable fluids or other explosives or articles deemed hazardous to life, limb or property.

**LIABILITY**

No liability is accepted by the owner for death, personal injury, accidents, loss or damage to persons or personal effects however caused as a result of the guests using the villa or pool.

The owner cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by ‘force majeure’. In these Terms and Conditions, ‘force majeure’ means any event which we could not, even with due care, foresee or avoid. Such events may include, but are not limited to, war, threat of war, civil commotion or strife, hostilities, strikes or other industrial disputes, natural disasters, fire, acts of God, terrorist activities, quarantine, epidemics, pandemics, weather conditions, government action or other events outside our control.

**BUILDING WORK**

In Kalkan building season is typically from November through to April. In the event of building works taking place by local authorities, private developers or neighbours, it is important to note that the owner is not responsible for such work, is unable to stop such work taking place or unable to control the level of noise, neither can the owner be responsible for any building works that take place during a holiday.

**COMPLAINTS**

We work hard to maintain and upkeep the high standards Villa Lucia has. In the unlikely event that guests have a complaint about the villa or its contents whilst on holiday, it must be reported immediately to the owners or our manager Şahin, who will take reasonable steps to resolve the matter where possible. The owner shall have no liability for any complaint submitted after the completion of the hire period. Subjective opinions are not considered as a complaint, for example complaining that the beds are not comfortable. This may be one person\'s opinion but not the opinion of someone else. If a guest chooses to leave a rental over a subjective issue they must take responsibility for his decision as no refund will be considered in this situation.

No refund or rate adjustment shall be made for unforeseen mechanical failures such as the supply of electricity, water, internet, pool filtration systems, air conditioning, television or satellite service, appliances, etc. It is the guests obligation to report any problems with the villa immediately.

**TRAVEL ADVICE AND LAWS IN TURKEY**

We advise that you click the following link for up to date advise on travelling in Turkey.

https://www.gov.uk/foreign-travel-advice/turkey/local-laws-and-customs