

# VILLA KISMET

## Booking Terms and Conditions

In these Booking Conditions “You” or “Your” means all persons named on the booking (including anyone who is added or substituted at a later date). “We”, “Us” or “Our” means the owners of Villa Kismet.

We do our utmost to provide You with accurate descriptions and illustrations on Our Websites and any other information we give. However, We do not warrant or accept any responsibility for views, opinions, recommendations or comments expressed by Us.

Whilst every effort is made to ensure the information, comments and descriptions on Our Website or otherwise supplied is accurate we cannot accept responsibility for errors contained therein or thereof. The information is, to the best of our knowledge, correct at the time of publication, however, some of the information contained relates to factors which are beyond Our control, such as airlines, airport transfers, restaurants etc. Details of such establishments may change without Our knowledge and cannot be absolutely relied upon.

**1 – Payment & Booking Procedure** If you have booked the villa through Home Away, Airbnb or Holiday Lettings, Booking.Com or another site, then you will need to refer to their payment terms and conditions. Otherwise, in the first instance please contact us to check on availability. Availability will be confirmed either by email or by telephone. A provisional reservation will be kept for 48 hours. A booking form will be emailed to you. To confirm a booking a non-refundable deposit of 30% of the total price and the booking form is required within 2 days of confirmation of availability to secure the property. On receipt of the deposit (or full payment if applicable) and booking form, we will send you a booking confirmation, which establishes our contract with you. Payment of the deposit constitutes acceptance of the booking conditions. Please check the details and contact Us immediately if there are any errors or omissions to any information which appears on the Booking Confirmation or any other document, 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 its transmission. You will be required to pay the balance at least 10 weeks (70 days) before departure, plus the refundable damage deposit of £400, unless otherwise stipulated. For bookings which take place within 10 weeks (70 days) of departure, the full amount will be required. Directions to the property and key arrangements will be sent to you when the balance of payment has been received. If you fail to pay the balance when due, we will treat your booking as cancelled. For cancellation policy please see paragraph 6 or refer to the policy set by the agent you have booked through.

The payment is only for the use of the agreed villa and its facilities for the agreed dates and number of people. It does not cover the cost of air fares, any transportation used, transfers to and from the airport, any excursions whatever distance or cost of taxis, food, cleaning and washing products.

**2 - Payment Methods** We accept payment by debit cards or credit cards paid via the PayPal system. Details of payment will be sent on receipt of confirmation of payment method. (Not applicable to booking made through Airbnb, Owners Direct, HomeAway and Holiday Lettings)

**3 – Booking Fee** A fee of £35 may added for international bank transfers. All bank transfer costs must be paid by You.

**4 – Prices** All prices given are in Sterling (£) and the rental price is weekly unless otherwise stated. We will reserve the right to change the prices published. This will not affect the price of your booking. The price is for rental of the accommodation and its facilities, including use of electricity, gas and water for the agreed period only. It does not include the cost of any flights or transfers to and from the villa.

**5 - Amendments by you** If you wish to modify your booking, we will do our utmost to make the changes. We reserve the right to charge a £50 fee for every modification you make. Modifications may be subject to cancellation charges. If you change venue this will be classed as full cancellation and charges will be applied accordingly (Please see paragraph 6)

**6 - Cancellation and fees** If you have booked through Home Away, Holiday Lettings or Airbnb you will need to adhere to their cancellation policy, otherwise, Cancellations must be made in writing from the person who agreed the rental agreement and will take effect the day such modification is received. Cancellation charges are as follows:

- Deposit: non-refundable
- 50% of the rental price if the cancellation is made more than 10 weeks before the arrival
- 75% of the rental price if the cancellation is made between 7 and 10 weeks before the arrival
- 100% of the rental price if the cancellation is made 7 weeks or less before the arrival

Cancellations must be received by us in writing at least ONE WORKING DAY prior to the above day. Any refunds due will be refunded by bank transfer or PayPal if preferred less any bank or service charges.

**7 – Villa Kismet cancellation** In the unlikely event we have to cancel your booking we will endeavour to offer alternatives of similar standard without any extra charge to you. If our alternatives are not suitable to you, or we are unable to do so, we will refund the monies paid by you for accommodation only.

**8 – Responsibility** The descriptions in our web-site have been prepared in good faith to give an overall impression of the villa, facilities and surrounding area. However, we cannot guarantee that the villa, its facilities and the locality will be exactly as stated. Furthermore, we cannot accept any liability in respect of injury, loss or damage or a spoilt holiday, however caused. Any valuables are left at your own risk. Our liability for affiliate to provide the service promised is limited to the value of the booking in all cases. Villa Kismet accepts no liability for events caused as a result of acts of God, Governments, acts, restrictions, regulations, bye-laws or measures of any kind on the part of the Government or local authority, explosions, floods, tempest, hostilities of war, political unrest, riot, civil strife, industrial dispute, natural or nuclear disaster, fire, theft, epidemics quarantine, medical or customs regulations, technical or administrative problems with transport, closure of airports, breakdowns with machines and equipment, adverse weather conditions, water shortages, electricity cuts, no internet connections or any other circumstances outside of our control and could not have been avoided even with all due care. We are unable to accept any liability for any delay, transportation to and from your accommodation. In such circumstances you may be able to make a claim under your insurance policy. The Owner cannot be held responsible for the breakdown of mechanical equipment such as pumps, boilers, internet connections, swimming pool filtration systems, water & electricity supply washing machines, dishwashers, irons, hair dryer, television, dvds, satellite tvs, etc nor for the failure of public utilities such as water, gas and electricity and subsequent effects. The Owners are not responsible for noise or disturbance originating beyond the boundaries of the holiday accommodation or which is beyond Our control. The Owners do not accept any responsibility or liability for the standard, enjoyment or quality of Your holiday

**9 – Complaints** In the unlikely event that a guest has any problems during their stay, they must report it immediately to our Representative. If a satisfactory solution is not reached, please contact Us immediately. We shall attempt to resolve the matter immediately, but if you remain dissatisfied you must write to us, setting out the nature of your complaint within 14 days from the end of your holiday. A failure to notify us during the holiday may mean that we will be unable to resolve the dispute after you return home. We undertake to respond to Your complaint within 14 days and to do Our best to resolve the matter to Your satisfaction. Please note that minor maintenance issues can generally be resolved by our Representatives or Property Supervisor. Until we know of a complaint or problem, We cannot begin to resolve it. Most minor problems can be dealt with and satisfactorily resolved quickly. The Agent will do their best to help resolve any justifiable complaints regarding the accommodation by You, however, if the matter remains unresolved the Agent will pass the matter to the owner.

Disputes arising out of, or in connection with the accommodation which cannot be amicably settled must then be taken up with the Owner. If You vacate the property before the end of the rental period without the Our authorization, You shall lose any rights to compensation.

**10 -** In the event that you experience any problems during your holiday you will be provided with a contact name and number of an agent that helps looks after the property at the location whom you should contact in the first instance. If unable to do so please contact Us.

**11 - Arrival and Departure** Your check in time will be after **4pm** on the day of arrival, or as soon as possible after this time. Admission to the villa or apartment may not always be possible as the property needs to be cleaned and prepared for guests' arrival. We shall do our best to make suitable arrangements if the accommodation is not available but cannot always guarantee to do so.

Your check out time will be **10 a.m.** on day of departure.

Providing other clients are also not arriving/departing at the same times, same day or early the next day, you will usually be allowed to stay in the villa, providing this has been agreed prior to your arrival. We can generally be flexible on these if given due notice and will try to make suitable arrangements if there is a cross over. Please let us have your flight details as soon as possible  
Late departure or early admission may be liable to an additional charge which will be deducted from your damage deposit.

**12. Breakages and Damage** You are liable for any breakage, damage or loss to the villa, its contents and common areas whether the breakage, damage or loss is accidental or deliberate. All repair, breakage and damage costs will be deducted from the Security Deposit (see Clause 13). We have the right to invoice You or charge to Your credit/debit card the balance for all breakages, damages or losses in the event that these costs exceed the Security Deposit

**13 - Security Deposit** A Security deposit of £400 (or EURO equivalent based on the days exchange rate) per Villa, is paid by you prior to your arrival at your accommodation. This will be added to your final payment. The Security deposit will be returned to you after your stay by cheque or bank transfer (if preferred) within two weeks of your departure date. A deduction will be made for breakages or damages. Our Representative will inspect the property prior or soon after your departure. If, in the unlikely event you cause damage which is over and above the amount paid for the security deposit, it will be your responsibility to cover the total cost of repairs.

**14. Keys** If keys are lost, broken or taken during your stay or on Your departure from the property we will deduct the sum of £60.00 from the Security Deposit to cover the cost of replacement keys and/or locks.

**15 - Care of property** The villa will be cleaned and supplied with fresh linen and towels prior to your arrival. Please note for those guests staying more than one week the villa will be cleaned once a week. There will be an additional cleaning charge for stays less than 6 nights. If you wish for additional maid service (cleaning/washing/ironing) please state on your booking form.

Please treat the property with utmost respect; you are expected to leave it in the same condition as upon arrival. The Representative will inspect the property prior or soon after your departure.

You accept responsibility for any damage or loss caused by You or any member of Your party. Full payment for such damage or loss (to the extent of exceeding the Security Deposit) must be paid direct to Us. 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.

Please report any damage to fixtures and fittings on arrival (within 24 hours) to our local Representative

**16 - Behaviour** We expect all guests to have consideration for other guests and third parties. This includes avoiding making excessive noise. 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 damage, upset, offence or distress to a fellow guest or to any third party or damage to the villa, or in any way damage the reputation and/or goodwill of Us, We will be entitled, without prior notice, to levy a fine or demand termination of the occupation of the persons(s) concerned. In this situation, the person(s) will be required to leave the villa immediately. We will have no further responsibility to such person(s). No refunds will be made and We will not pay any expenses or or costs incurred as a result of such termination. We ask that noise levels are kept to a minimum between 10.30pm and 9.30 a.m.

Please read our few rules in your Welcome Information pack on arrival at the Villa.

**17 - Children** You must accept responsibility for the behaviour and welfare of any children in Your party. Every effort is made to ensure safety in the villa, however, any children staying at the villa do so at Your risk.

We have a limited number of cots and high chairs available for hire. If required, please request these in the Booking Form.

**18 - Smoking** We have a non smoking policy inside the villa and apartments and ask that guests respect this. If guests must smoke please do so outside on the balcony or terraces. Ashtrays and bins are provided in the communal areas and we ask that these are used. We ask smokers to be considerate of those who do not smoke, particularly children, and to not leave cigarettes, matches or lighters lying around. Guests found smoking inside the villa or apartment may be subject to a £300 fine which will be deducted from the Security Deposit

Please note that The Ottoman room, in the turret area, is to be used for smoking shisha only, not cigarettes. Shisha can only be smoked in this area or on the roof terrace.

**19 - Pool Rules** We ask that all guests observe the Pool Rules found in your Villa Information Folder and by the Pool Side. This is to ensure that our guests' enjoyment of the Pools and communal areas are not spoiled by inconsiderate behaviour, as well as trying, as much as possible, to ensure the safety of all. We ask all guests to ensure that noise is kept to a minimum between 10.30pm & 9.30a.m, particularly in the pool areas.

Use of the swimming pool is entirely at Your risk. We accept no responsibility for damage or injury to any persons using the swimming pool at Villa Kismet. We would also advice that you do not use the pool before 9 a.m. as the pools are being maintained during early morning periods.

Children under the age of 10 (or non-swimmers if older) must be accompanied by a parent or a supervising adult at all times, when using the swimming pool. Supervision is not provided at any time by Us.

Diving, jumping or bombing into the swimming pool, running or pushing around the poolside area is strictly prohibited.

Only plastic glasses and crockery are permitted for drinks& eating around the pool.

It is strictly prohibited for You to use the swimming pool under the influence of alcohol.

Babies/toddlers who use diapers/nappies should only be allowed in the pool with swim (waterproof) nappies

Please note that the pool is NOT operational during November to end March, except under special arrangements upon request.

**20- BBQ** The barbecue, if used, must be left in a clean condition, if not a cleaning surcharge of £35 will apply. Both charcoal and gas barbecues are used at Your own risk. We take no responsibility for any damage or injury caused by the use of this facility.

**21. Roof Terrace** The roof terrace is an ideal spot for relaxing & drinking. However, to ensure that our guests' enjoyment of the Roof Terrace and communal areas are not spoiled by inconsiderate behaviour, as well as trying, as much as possible, to ensure the safety of all, We ask all guests to ensure that noise is kept to a minimum between 10.30pm & 9.30a.m.

Children under the age must be accompanied by a parent or a supervising adult at all times, when using the roof terrace.

Climbing onto the walls or balustrades is strictly prohibited.

Please ensure that all your litter, bottles, plates & glasses are cleared away.

Please return any items belonging to the annex apartment back.

**22 – Liability and Insurance** It is a condition of accepting Your booking that all members of Your party have adequate travel insurance cover. Please ensure that it covers all aspects of necessary insurance including medical expenses, accident, personal and emergency repatriation.

We accept no liability for deaths, accidents, injury, damage or loss of personal belongings for you or members of your party.

**23- Personal Belongings** We are at no time responsible for the loss or damage to Your personal items, including money. Personal items remain the sole responsibility of You.

**24 – Car Hire**– We do not accept any responsibility for any car hire services. The contract is strictly between You and the Car Hire company. While we should be made aware of any complaints immediately, they should also be directly addressed to the Car Hire Company.

**25 – Transfers/Excursion Services** We do not accept responsibility for any of these services. We are merely referring and assisting You with an extra service not run by Us but by a third party company. While we should be made aware of any complaints immediately, they should also be directly addressed to the Company. Please be aware that you may be subject to a cancellation fee. A minimum of 96 hours cancellation notice must be given. If a return transfer is booked, and you wish to cancel the return transfer, the notice period will be at the discretion of the transfer company but a minimum of 96 hours would normally be required.

**26 - Visas and Passports** It is a condition of Your booking that You ensure that You and all of Your party are in possession of a valid passport and obtain the necessary visas to allow entry into Turkey. All British citizens over the age of 16 require a full 10 year passport with at least 6 months validity. All children under the age of 16, including newborn infants, require their own passport unless they are already included on a parent's passport. Children included on a parent's passport cannot travel without the adult and any children under 16 travelling without their parents require their own passport. Any costs or fines incurred due to failing to meet such requirements will be the sole responsibility of You. We do not accept any responsibility if You cannot travel because You have not complied with any passport, visa or immigration requirement. Visas for Turkey can now be obtained on line at [www.evisa.gov.tr](http://www.evisa.gov.tr)

**27 – Passport/Nufus/ID Information** Due to changes in the Turkish legislature, owners are now required to register with the local Janderma regarding their rentals. As such, owners are now required to provide passport or ID details of all guests staying at their property. You will therefore be asked to provide this information, where possible before your arrival date to the Agent or the Owner

**28 - Number of occupants** The total number of guests staying at the property may not exceed the number of sleeping places specified. The owner reserves the right to refuse entry or evict the entire party if the number of persons occupying a property exceeds the number stipulated on the booking form.

**29 - Data protection** All information provided will remain confidential and used only for client purposes and will only be passed on to the owner of the accommodation you have chosen.

**30 – Contract** This contract is made on the terms of these Booking Conditions. Payment for the property rental constitutes your acceptance of these Booking Conditions.