

Terms & Conditions

The following terms and conditions together with the information contained on our documentation and website (www.spanishholidaycottages.co.uk) form the basis of your contract with Spanish Holiday Cottages, Hill View, Hedge Lane, Pylle, Somerset BA4 6SU. Please read them carefully as they set out our respective rights and obligations. In these terms and conditions, "you" and "your" means all persons named on the booking form (including anyone who is added or substituted at a later date). "We" and "us" means Spanish Holiday Cottages. All bookings are made subject to these terms and conditions.

1. Bookings can be made by completing and returning the booking form sent to you. Once we have received your booking form and booking deposit, we will, subject to availability, confirm your stay by issuing a confirmation invoice. This invoice will be sent to the first person shown on the booking form. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the invoice 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 to you.
2. In order to confirm your stay, a deposit of 25% of the full cost of your booking (or the full cost if your stay commences within 42 days of the date of your booking) 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. The balance of the cost of your stay must be received by us not less than 42 days prior to departure (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.
3. 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, your deposit will not be refundable. This contract and all matters arising out of it are governed by United Kingdom law. We both agree that any dispute arising out of or connected with your holiday will be dealt with by the Courts of United Kingdom.
4. The price of your stay will be confirmed at the time of booking, subject to the correction of errors. We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error. You must check the price of your stay at the time of booking.
5. Should you wish to make any changes to your confirmed booking, you must notify us by email 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, a fee may be payable in respect of any costs incurred by ourselves.
6. Should you need to cancel your stay after the contract has begun (see clause 3 above), you must immediately advise us in writing. Your notice of cancellation will only be effective when we receive it. As we incur costs from the time we confirm your booking and may be unable to re-sell your period of stay, you will not be entitled to receive any re-imbursment of any funds paid in respect of your booking at the date of calculation. If you cancel your booking within six weeks of the commencement of your stay, but have not paid the balance of your booking cost, you will remain liable to pay the balance. At our discretion, if it is possible to re-sell the accommodation for either the whole or part of the period covered by your booking, we may refund to you the resale value achieved less any costs incurred or the amount you have paid for the period re-booked if less. Depending on the reason for cancellation, you may be able to reclaim any losses arising upon the cancellation of your booking (less any applicable excess) under the terms of any insurance policy you may have. Claims must be made directly to the insurance company concerned.
7. 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.
8. Occasionally, we have to make changes to and correct errors on our web site and other details both before and after bookings have been confirmed, and cancel confirmed bookings. 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 your booking, we will tell you as soon as possible. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation. In the event of our cancellation of your booking, we will refund to you the amount paid by you for the unused period of your booking. Very rarely, we may be forced by "force majeure" (see clause 9) to change, cancel or terminate your stay. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds, pay you any compensation or meet any costs or expenses you incur as a result.
9. 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 Terms & Conditions, "force majeure" means any event which we 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. 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 arrangements is not caused by any fault of ours. When we talk about "fault" above, 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 other sum or claim of any description whatsoever which results from any of the following: - (a) the fault of the person(s) affected or any member(s) of their party or (b) the fault of a third party not connected with the provision of your accommodation by us which we could not have predicted or avoided or (c) an event or circumstance which could not have predicted or avoided even after taking all reasonable care (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 or any losses, expenses, costs or other sum you have suffered relate to any business. 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.

11. The promises we make to you about the accommodation we have agreed to provide 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 accommodation complied with local laws and regulations applicable to such 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.

12. 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 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 £50 per person affected as you are assumed to have taken out adequate insurance at the time of booking.

13. 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.

14. 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. 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 our reputation and/or goodwill 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.

15. If you have any special request, you must advise us at the time of booking and clearly note it in the extra information section of the booking form. 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 tell us before you confirm your booking so that we can advise as to the suitability of the 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. If full details are not given at the time of booking, we may subsequently cancel your booking when we become aware of these details, and such cancellation will be treated according to the terms and conditions above relating to cancellations by you..

16. 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(ies) to or through which you are intending to travel.

17. Whilst every effort is made to ensure the accuracy of the web site 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.