

OUR TERMS OF BUSINESS

Introduction:

We have tried to make our "Terms of Business" as simple as possible since we are confident that our guests will honour their contract with us and in return we make every effort to ensure that you have an enjoyable stay. Your attention is drawn to the following "Terms of Business" which sets out our obligations to you, and your commitment to us. The contract is governed by English & Welsh Law, and Spanish Urban Leasing Laws. We request that you read and understand these obligations before you finalise a booking.

WHAT OUR PRICE INCLUDES:

Our prices are for leisure club membership with exclusive use of the property described during the seasonal periods agreed. Included in the agreement are electricity, water and linen (linen is laundered at the beginning of each rental, and additional cleaning can be paid for locally). We contract key-holding and maid services to a local representative or an agent. Our agents may not be able to provide any additional services, and may not be available out of normal local office hours. Arrivals are usually expected between 3.30pm - 7.30pm local time, and we accommodate other arrival times by local arrangement. These details, and any alternative contacts are sent at the time of booking. Early access, before 3pm may not be possible on occasions where cleaning is still being undertaken.

ACCOMMODATION DESCRIPTIONS:

The descriptions and information contained in our literature has been made in good faith and is not intended to mislead. It is not impossible, however, that changes in facilities and services may occur without our knowledge. In this event we will endeavour to communicate such changes to you, but cannot be held responsible for resulting inaccuracies which are beyond our control. Details of the sleeping arrangements are contained in our descriptions. Electricity and water supply is often not as reliable as in the UK, and short interruptions in supply do sometimes occur. We cannot be held responsible for this, or any other change of facility which is beyond our control.

Only those persons named in the booking shall be allowed to occupy the accommodation, and under no circumstances may the maximum number of persons stated in the descriptions be exceeded without prior permission of Duquesa Studios. It is a local requirement that we collect an address and ID details for each guest.

Our property is privately owned, and provided primarily for the benefit of users taking part in our activity holidays or on longer term seasonal work placements. We have taken all reasonable care in making arrangements for the accommodation offered in our literature, but we do not operate the airlines, hire cars, or other holiday activities described. We do not therefore accept any liability for death, personal injury, loss, damage or inconvenience arising from the provision of these holidays, where, due to neglect, act of omission by any other company, firm or individual or employees or agents thereof. As owners we reserve the right to visit the property at any time to undertake essential maintenance work.

Sometimes noise may emanate from an adjacent property. Obviously such matters are beyond the control of ourselves, or our agents, but we will endeavour to resolve such problems should they occur. Whilst we assure you of our best efforts to minimise inconvenience we cannot pay compensation or otherwise accept liability in this case. Duquesa Studios, shall not be liable for any loss or damage arising from any matter outside the reasonable control of ourselves including (but not limited to) Acts of God, War, Civic Disturbance, Strikes or other Industrial Action, Acts of Government or failure of public supplies. We do not accept liability where the performance and/or prompt performance of our contract which is affected or prevented by reason of circumstances amounting to *force majeure*.

ELECTRICAL APPLIANCES:

We have installed television, washing machine, Air Con, electrical heating and other appliances to add user convenience. These are detailed in the descriptions of our accommodation. We do not, however take any responsibility for the malfunctioning of these items in the event of a breakdown. As with all electrical appliances they do occasionally fail and in some cases a specialist service technician has to be called. The technician may have a specific call-out pattern, and as such it could take some days before a visit can be arranged. For small items it is usually possible to find a replacement quite quickly, but Duquesa Studios, or its agents cannot under any circumstances be held responsible for the lack of such facility.

CANCELLATIONS:

By You - should you wish to cancel your booking after it has been accepted by us, or amended within 56 days of arrival, we must receive written instructions to this effect. As such then the following charges become payable by you as set out below.

Periods before scheduled arrivals during which notification is received by Duquesa Studios

More than 56 days

42 - 29 days

28 - 8 days

7 days or less

By Us - In the unlikely event that we have to cancel your holiday through circumstances beyond our control, we shall make every endeavour to offer you suitable alternatives (without extra charge to you). If the alternatives is not acceptable to you, you should notify us by return and we will refund ALL money paid.

SATELLITE TV & WiFi:

Currently, in this part of Spain, a limited number of satellite UK channels are available without a very large dish & decoder, plus a paid subscription. Instead for user enjoyment we provide an internet WiFi broadband service which gives access to a limited number of "FreeView" UK and European channels. We cannot however take responsibility if circumstances prevent all channels being available during a visit. Sometimes poor weather, download speeds and other factors can affect reception. We provide our own WiFi broadband service, but there are many other free local 'hot spots' which are also easily accessible from the property. Please read our additional information sheets for detailed troubleshooting problems.

VACATING THE PROPERTY:

Normally guests are required to vacate the accommodation before 11:00 am in order to facilitate cleaning and servicing prior to the arrival of incoming guests.

BREAKAGES:

Our terms of business also applies where it is considered by our agents, or ourselves that an appliance or article had been broken, damaged or lost through undue care or attention by clients. **The cost of such will be charged accordingly.** An up to date inventory and photographic evidence is held by our agents and ourselves. If we have to make a charge against your card details provided we will only do this after first informing you of the replacement costs involved.

All breakages must be reported to our local representatives immediately, and these must be paid for locally before vacating the apartment. **We also reserve the right to charge for damage or breakage's not reported, but found after departure.**

TRAVEL ITINERARIES:

We are able to advise on flights, transfers, overland travel and tours; these are always with reputable operators and airlines. In providing charter flights we act as agents for tour operators licensed by the Civil Aviation Authority. We comply with Civil Aviation regulations by redirecting your booking to the ATOL holder. You will be provided with the agents confirmation which provides you with protection for the flight seats under the ATOL bonding scheme.

NB: Your attention is drawn to the ABTA Fair Trading Condition which permits any of the Flight Operators to alter their advertised flight schedule by up to 12 hours before giving the passengers either the right to cancelled or compensation and therefore any changes in flight time are completely outside our control and jurisdiction.

AMENDMENTS TO A BOOKING:

We strongly advise reservation all of all holiday requirements at the time of booking. A change of £25 per new invoice issued will be levied after receipt of your confirmation in lieu of administrative costs. All amendments should be notified in writing.

COMPLAINTS:

In the unlikely event that you have a complaint during your stay, please inform our local representative as soon as possible. Should our agent be unable to resolve the complaint, and you wish to take the matter up on your return, please detail your complaint in writing to our agent, and then write (or email) to us with a copy of your complaint within 28 days of the completion of your stay. We cannot consider any complaint which firstly has not been reported while in the resort.