

The contract

Bookings can be made by telephone, fax, email or post. Bookings between HPS Property Services (hereafter called the Company) and the person making the booking (hereafter called the Client) are valid after:

- (a) The booking form has been completed, signed by the Client and received by the Company.
- (b) The appropriate deposit has been paid to the Company.
- (c) The booking has been confirmed to the Client in writing.
- (d) By submitting the booking form the Client accepts these terms and confirms that he/she has read the General Information section. The information referred to on this page forms part of the contract. All items are important and your particular attention is drawn to the Client's Responsibilities section. If there is not enough time for the Company to send the Client written confirmation, e.g. the booking is made 14 days prior to departure, the contract will commence when the booking is confirmed by the Company. If payment is not received immediately, the Company reserves the right to cancel the booking and retain any deposit paid by the Client. By submitting the booking form the Client accepts responsibility for all the payments in respect of the booking. All documents and information will be sent to the Client for all the members of their party.

Payment

A minimum reservation deposit of 150 € or 10 % (whichever is greater) for apartments and townhouses is required when making your initial booking. For villas the minimum deposit is 750 € or 10 % (whichever is greater).

The balance of the holiday cost shown on the invoice must be paid 8 weeks before departure. If the booking takes place less than 8 weeks before departure then the balance is due immediately. If the balance is not received at this time the Company reserves the right to cancel the relevant booking, to retain any deposit held in respect of the same and to re-let your accommodation.

Prices are inclusive of IVA (VAT) at the rate prevailing at the time of booking.

Cancellation by the Client

Any cancellation by the Client must be notified in writing directly to the Company. If the notification of cancellation is received by the Company more than 42 days before departure, only the deposit and the insurance will be retained by the Company. If less than 42 then the following charges apply:

42-29	days	-	30%	of	total	cost.
28-15	days	-	45%	of	total	cost.
14-7	days	-	60%	of	total	cost.
7-0 and onwards * - 100% of total cost						

*This applies to the cancellation of pre-booked accommodation, car hire and other services during your holiday. It is essential that clients take out adequate holiday insurance which covers loss of deposits, etc.

Availability of Accommodation

The accommodation will be available from **3:00 pm** on the day of your arrival. Every effort will be made to have your accommodation ready as early as possible. All accommodation must be vacated by **10:00 am** on the day of departure, unless otherwise agreed.

Please note we do not allow pets in the accommodation.

Amendments by the Company

Some modifications and alterations to property may be made after information is uploaded to this website. If they are major and the Company is made aware, the Company will inform the Client. However, the Company cannot accept responsibility for minor changes, building work, water and mains services, neighbours and items beyond its control. See Company Responsibilities section.

Occasionally changes may be made, which the Company reserves the right to do at any time. Most of these changes are minor, and the Company will advise the Client at the earliest possible date. When a major change occurs, provided it does not arise from circumstances amounting to Force Majeure, the Client will have the choice of either accepting the change of arrangements, purchasing another available holiday from the Company, or cancelling his holiday.

Cancellation by the Company

The Company reserves the right in any circumstances to cancel the Client's holiday. However, in no case will the Company cancel a Client's holiday less than 8 weeks before the scheduled departure date except for reasons of Force Majeure or failure on the Client's part to pay the final balance. In circumstances where the Company is unable to provide the holiday booked, the Company will return to the Client all monies paid or offer an alternative holiday of comparable standard.

The Company is unable to accept responsibility for any aspect of a Client's holiday affected by matters over which it has no control (Force Majeure). If cancellation or change is brought about by war, riots, civil commotion, strikes, disasters, terrorist activities, technical problems with transportation which may affect the service of properties abroad, or other events outside the control of the Company, the Company shall not be held responsible in any way.

The Company reserves the right at all times to cancel or terminate a holiday completely if the conduct of any member of any party is considered likely to cause offence, danger, damage or distress to others. The Company's representatives, where they consider the behaviour to be unacceptable, are authorised to cancel a holiday wherever and whenever necessary. The Company's responsibility will cease, and there will be no obligation to cover any expenses incurred by the party as a result of cancellation brought about in these circumstances. No claims will be accepted for refunds or compensation whatsoever. Cancellation charges will be enforced.

Company Responsibilities

The Company accepts responsibility for ensuring the holiday which a Client books with them is supplied as described on the Company's website and the services offered reach a reasonable standard based on the information given within the website and documentation provided before the commencement of the Client's holiday. If any part is not provided as promised, the Company will pay the Client appropriate compensation if this has materially affected the enjoyment of the holiday. The Company accepts responsibility for the acts and/or omission of its employees, agents and suppliers except where they lead to death, injury or illness. The Company's liability in all cases shall be limited to a maximum of 2 times the value of the holiday or that portion of it affected.

The Company does not accept liability for loss of main services such as electricity or water supplies, nor any actions taken in the vicinity of the property by any authority over which there is no control. Refunds or compensation would not be payable and cancellation charges would still apply. With regard to building work, the Company would of course inform the Client of any building work that occurs at his chosen property or in its grounds (save that being for maintenance). Work outside the boundaries of the property is beyond the Company's control; however, the Company will endeavour to inform the Client should it consider it may directly effect the website description of the property or would materially effect any special request made by clients - see Client's Responsibilities.

There may be occasions where an advertised facility is either modified or not available. Such situations may be dictated by local circumstances, necessity for maintenance/repair (e.g. swimming pools), unsuitable weather conditions, fuel shortages, power cuts and other circumstances beyond the Company's control. If the Company is advised of this it will endeavour to inform the Client, but the Company cannot be held liable in such circumstances.

Client's responsibilities and what he must tell the Company

All baggage, including personal articles, are at all times and under all circumstances at 'owner's risk'.

All accommodation is booked exclusively for the persons named on the booking form. No other persons or pets may use the accommodation without the express permission of the Company. The Company or its representatives shall be permitted access to the holiday accommodation at all reasonable times during the holiday occupancy by the Client. Any loss or damage to the accommodation caused by the Client or other persons occupying the property and any extended stay beyond the period booked will be charged by the Company to the lead passenger of the party.

Our property owners request a security deposit to be paid with your final balance of 350 € for apartments and townhouses and 750 € for villas, which will be held against any damage, breakages or shortages, or excess cleaning. Liability is not limited to these amounts and rests with the named party leader.

The deposit will normally be returned to the Client by bank transfer or refund to your credit card within 7 days of your departure provided no breakages occur. It would help if any item broken is replaced and reported to minimise costs. Should, on arrival, the Client find any damage not caused by his party please immediately bring this to the Company representative's attention. The Company requests the Client to leave his holiday property clean and tidy and reserves the right to charge if left dirty. In such circumstances payment may be requested on site by the Company representative.

Holidays are personal to individuals and the Company aims to provide for the Client's requirements. In the Company's factual descriptions of property it describes the detail of the Client's chosen accommodation. Such items as descriptive opinions, location, approach, aspect and contents will vary. Should the Client feel that any of these elements require clarification please ask. Everyone's interpretations and expectations are different; for example, a steep hill, no dishwasher and an inland view may be of little consequence or even desirable to some, while for others this would detract from the enjoyment of their holiday. If the Company is told in advance in writing of any priorities or needs it can usually deliver these requirements. Without this, subsequent claims on the Client's return are impossible for the Company to entertain. Similarly should the Client have a disability or special request please check with the Company so it can make suitable enquiries and arrangements

Complaints Procedure

Should the Client, while on holiday have any reason to complain, the Company should be initially informed and given the opportunity to investigate and rectify. If the Client is not entirely satisfied the Client should follow up on his return home by writing to the Managing Director. These procedures have been formulated because the Company's aim is that all clients are satisfied with the services, accommodation and transport it supplied and ensures the Company is always given the opportunity to correct any problems at source

Price Policy

All prices on the Company's website are in quoted in Euros with an approximate conversion rate to Sterling. The Company reserves the right to change its prices any time prior to a Client's booking. Government action such as increases in IVA (VAT) or any other Government imposed increases, currency in relation to adverse exchange rate variations

The Law

These conditions shall be governed by Spanish Law.