

Standard Booking Conditions

1. This contract is for the hire of accommodation by the persons named only [the Hirer(s)] and for the period specified only and is under Spanish jurisdiction. The Hirers are responsible for making their own travel arrangements and **must** take out their own comprehensive travel/holiday insurance. It is a condition of booking as stipulated by the EU Travel Directive. **Important: Your Insurance must include third party personal liability.**
2. The Hirers accept that the accommodation Owners, their Agents or Employees shall not be held responsible or liable for any accident or injury to any members of the party or visitors, howsoever caused, nor for loss or damage to any personal goods or property, howsoever caused.
3. The Owners are relieved from liabilities if the accommodation should become unavailable for any unforeseen circumstances. In this event a refund may be made limited to the maximum rental fee paid by the Hirers and every assistance will be given to secure alternative accommodation for you.
4. Under any circumstances, the Owner's maximum liability will be limited to the amount of rent paid by the Hirers.
5. It is the Hirers responsibility to satisfy themselves that the style, type, standard and location of the accommodation they choose suits their purposes. All information is on the website and may include subjective opinion. Spanish Regulations and standards apply.
6. Hirers are responsible and liable for all damage or breakages during their stay, whether accidental or negligent and are required to replace or pay for damage/breakages. We ask you kindly to replace anything that gets broken or damaged and to respect the accommodation and all its contents for us and all future Hirers. If you are unable to replace an item for any reason, you must let us know immediately so that we can ensure that the next Hirers receive the full benefit of completely equipped accommodation, which of course, as you will appreciate, they rightfully deserve. Any necessary repairs, replacements etc. will be charged to you at cost only and we will give you all reasonable assistance for you to recover the cost from your Insurer, where appropriate.
7. If it is deemed by us in our reasonable opinion, or by any person in authority, that the behaviour of any member of your party, or person you invite to the accommodation, causes or would be likely to cause danger, distress, offence or upset to a third party or damage to the accommodation your holiday will be terminated immediately and the accommodation must be vacated at once, without recourse.
8. The Hirers **must** first seek the Owners written approval if they intend to throw a party, host a reception, entertain visitors or do professional or commercial business at the accommodation, or the Hirers will be in Breach of Contract. Such written approval will not be unreasonably withheld. Please note that pets are not allowed at the accommodation. **This is a non smoking apartment.** Hirers must also read (in apartment) and abide by the Rules of the Apartamentos Ca Na Bergamo apartment block.

9. Upon receipt by the Hirers all the keys to the accommodation become the Hirers responsibility at all times and must be returned to us immediately after your stay and remain your responsibility until they are received back by us.

10. The accommodation is available from **16.00** hours on the day of arrival and **must be vacated in a clean, tidy and hygienic condition by 10.00 am on the day of departure. You must remove all household waste before you leave.** The fridge should also be left clean and empty of all food and drinks. This is to enable the cleaners to prepare the property for the next Hirers. We reserve the right to make a surcharge if the accommodation requires more than the normal amount of time to clean and prepare for the next Hirers or if more than the normal amount of laundry is required to be done; or the next Hirers entry into the accommodation is delayed because it is not possible to commence cleaning by 11.00 am. All bed linen; towels and tea towels are provided.

11. A deposit of 30% of the total rental cost is payable upon booking. The balance must be paid 2 months prior to the holiday. Deposits on cancelled bookings are not returnable (except as noted in condition 3 above) but we will give you all reasonable assistance for you to recover your costs from your Insurer, where appropriate. Please kindly note that if payment in full is not received 2 months before the holiday, the booking will be deemed to have been cancelled and the accommodation will be re-let. Please make your own diary note as reminders are not sent.

12. In addition to the final holiday payment a security deposit of £150 is also required. This deposit will be refunded within three working days of your return, less any costs incurred, including but not limited to accidental damage to the property and any contents, excess cleaning, loss/non return of keys.

13. Cancellations must be made by registered post and signed by the Hirer. Cancellations will become effective from the delivery date of the cancellation letter. All cancellations are subject to a charge payable by the Customer as detailed below. Cancellation received:

Cancellation notification	Charge
more than 60 days	Deposit only
60-45 days	35%
44-30 days	50%
29-15 days	75%
14-0 days	100%

14. Completion of the booking form signifies acceptance of the Standard Booking Conditions. To book the accommodation, please complete the form and return it to me with your deposit. You should keep a copy for your retention. Written confirmation of bookings will normally be by return of post. Bookings are on a "first come first served" basis and are only firm once the deposit has been received by us and confirmation has been sent to you.

15. You will not be allowed to ride with mallorcaman.vco.uk unless you have proof of adequate insurance for both you and your bike in the event of accident or loss. No

form will be accepted unless you acknowledge the "Risk, Responsibility and Insurance" statement.

16. (the small print)

Acknowledgment of Risk, Responsibility and Insurance.

I acknowledge that I will be participating in an organized training holiday with mallorcaman.co.uk which will involve strenuous physical activity. I confirm that I am sufficiently fit for, and am not suffering from any health problems which will be exacerbated by, such activity. I have been advised by mallorcaman.co.uk to seek advice from a qualified medical practitioner if I have any doubts or concerns about my health or fitness.

I recognize that cycling on public roads, particularly in mountainous areas, is an activity with a danger of personal injury and even death. I confirm that I am aware of and accept such risk and will be responsible for my own actions and involvement in this activity.

I also acknowledge that I have been advised by mallorcaman.co.uk to take out insurance against the costs of medical treatment, evacuation, loss of earnings and/or cost of care in the event that I suffer injury or illness during the holiday and while travelling; against loss of or damage to my property (including my bicycle); against liability I might incur to third parties; and against costs I might incur in the event of cancellation or curtailment of the holiday or my participation in it. I confirm that I will arrange adequate insurance against such risks.

I hereby agree that, except in respect of death or personal injury caused by the negligence of mallorcaman.co.uk, neither mallorcaman.co.uk nor its employees or agents will have any liability (whether in contract or in tort, including negligence) for any loss, damage, injury or death which I may suffer in connection with this training holiday nor for any failure by me to take out adequate insurance.

I agree that the contract between mallorcaman.co.uk and me will be governed by English law and that any matter or dispute in connection with this contract will be subject to the exclusive jurisdiction of the English courts.