



BOOKING CONDITIONS

The following Booking Conditions together with the "Essential Information" form the basis of your contract with Colin Andrews (trading as lycian-villas.com). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions, "you" means all persons named on the booking (including anyone who is added or substituted at a later date). "We" "our" and "us" means Colin Andrews.

OUR COMMITMENT TO YOU

1. YOUR RESERVATION

All rental bookings are subject to availability. When you ask for your booking to be confirmed, if available, we allocate your chosen rental period to you at that moment. It is then that a firm contract exists between you and us and you agree to these Conditions. We will confirm your booking and give you a reference number and you then have seven working days to get the appropriate payment to us in full (maybe less in the case of late bookings) otherwise the booking will automatically be cancelled. When we receive the monies due we will send a confirmation invoice by email setting out exactly what has been booked and the amount of money paid and, where applicable, the date the balance of the payment is due. Reminders for the balance payment are not always sent out so it is important to ensure your payment is made in good time by the appropriate due date. Please note your booking may be cancelled by us in the event of late payment (see 'Paying the Balance').

2. OUR PRICE PROMISE

Whatever happens to the value of the Pound Sterling (GBP) the price of your rental - once confirmed at the time of booking - will not be subject to any currency surcharges. Once the price of your chosen period has been confirmed at the time of booking then, subject to the correction of errors, we will never increase the price. We do 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. Should there be an obviously incorrect price shown we will email a new invoice and will not be bound by the price quoted on the incorrect invoice.

3. OUR INVOICE

Please check your confirmation email invoice carefully immediately on receipt as it sets out what we are promising to provide. If there are any inaccuracies it is essential you bring these to our attention within 10 days of the date shown on the invoice, otherwise we will assume all the details to be correct. If we are able to make the necessary changes without affecting other client's bookings we shall do but this is cannot be guaranteed.

4. CHANGE OR CANCELLATION OF YOUR BOOKING

It is unlikely that we will have to make any alterations to your rental booking but we must reserve the right to make changes or terminate your rental before or during your stay for reasons of "Force Majeure".

Force Majeure: This is extremely unlikely but if this situation does occur 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 "force majeure". "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, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, epidemics, health risks, fire and all similar events outside our control.

5. OUR RESPONSIBILITY FOR YOUR RENTAL

- i. We accept responsibility for ensuring that the rental period that you book with us is supplied to you as described in our website and brochure and to a reasonable standard. We also accept responsibility for what our employees, agents, suppliers and sub-contractors do or do not do providing they were at the time carrying out work authorised by us except where death, personal injury or illness results (dealt with separately below). You must take all reasonable steps to notify us and give us the opportunity to rectify the problem. Our acceptance of responsibility is, however, subject to clause 4 - "force majeure" and the other terms of these Booking Conditions.
- ii. We cannot accept responsibility for death, injury or illness caused during your stay unless it is proved that this is due to negligence or omission of us, our employees, agents, suppliers or sub-contractors carrying out the course of their duties on our behalf.
- iii. Our liability for any claim (excluding personal injury, illness or death) will be limited to the cost of your rental.
- iv. We have taken all reasonable and proper steps to ensure that the various services which will be provided are safe and that they comply with the local laws and regulations which apply to the services they provide. Please note, it is the laws and regulations of Turkey which apply and not those of the UK. As a general rule, safety and other requirements are not the same as the UK and may often be lower. The villas are fitted with smoke alarms and a fire extinguisher. Wherever feasible all railings guarding large drops are of one metre height with close vertical rails.
- v. If you or any member of your party suffers illness, injury or death and you believe that it is due to the negligence or omission of us, our employees, agents or suppliers, you must tell us about your illness or injury whilst you are residing in our villa and write to us within one month of your return.
- vi. If you or any member of your party suffers illness, injury or death through misadventure as a result of an activity which does not form part of your contracted rental arrangements we will provide you with all reasonable assistance. This assistance may include, for example, the provision of translation services, communication with authorities and others, the recommending of Turkish lawyers (if needed) and the arrangement of alternative or specialised transport. All assistance is subject to our reasonable discretion. Furthermore, if you receive or are entitled to receive payment for legal costs and other expenses under any insurance policy or obtain a costs order against anyone in relation to the incident, you must notify your insurers of your claim and repay to us the cost and expenses we may spend in assisting you.
- vii. If, in our opinion, or in the opinion of any other person in authority, you or any member of your party behaves in such a way to cause or be likely to cause danger, annoyance or distress to any third party or damage to property, we may terminate the rental for the person(s) concerned. In this situation, the person(s) concerned will be required to leave the villa. We will have no further responsibility towards such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

6. DATA PROTECTION

We will not pass on your personal details to any third party, except in an emergency.

YOUR COMMITMENT TO US

Your contract with us and all matters arising out of it are governed by English law. We both agree that any dispute, claim or other matter which arises out of or in connection with this contract or your rental will be dealt with by the Courts of England and Wales.

1. BOOKING AND PAYMENT

Age: Bookings for younger people will not be accepted unless one member of the party is 21 years of age and is the lead name on the booking. The villas do not have facilities for very young children and it is our recommendation that children should be more than 5 years old on the outward date of travel.

Deposit: At the time of booking you must pay an initial payment of £50 per person. Once this is received by us this constitutes acceptance of our Booking Conditions and a commitment to proceed with the booking. This is the only payment required until 10 weeks before departure unless your departure is within 10 weeks when full payment will be due.

Insurance: It is imperative that all travellers have adequate travel insurance cover including medical expenses, air ambulance and emergency repatriation. You must provide us with the details on your arrival otherwise we cannot be held responsible for any delays in contacting your insurers on your behalf in the event of any emergency.

[We do not arrange insurance for you, it is cheaper to arrange your own. There are many suppliers and a quick look on the Internet should find you the right deal. Please read your policy details carefully. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs.]

Paying the Balance: You must pay the balance shown on the confirmation invoice at least 10 weeks before departure. If payment is not received by us by the due date, you could be liable to cancellation charges of up to 100% of the rental price, because in this event we reserve the right to treat the booking as cancelled by you at any time up to the date of departure. It is important therefore that you pay the balance by the due date or advise us by email (with a delivery and read receipt) read of any cancellation in accordance with paragraph 3 (see Cancellations by you).

2. CHANGES BY YOU

Amendments to the booking: If you wish to change your rental booking to another period after we have issued our invoice but outside the cancellation period outlined below, we will try our best to help but we may not be able to provide your requested dates and we will have no obligation in this respect. If you wish to change your departure date, it will be necessary for you to pay the price applicable to the new departure date. For all changes, in addition you may have to pay any costs or charges incurred or imposed by our suppliers in making the change as there may be a supplementary charge payable on some rentals where it is necessary to secure specific facilities at the time of booking which may be non-refundable in the event of cancellation or change, e.g. full maid service or additional persons to be transferred to and from the airport.

Transferring your Booking: If you are prevented from travelling due to circumstances outside your control such as death, accident, illness, witness summons or redundancy of yourself, travelling companion or close relative etc., you may transfer your booking to another person or group provided the arrangements remain the same as the original except that less or more people may be accommodated. If more persons take the occupancy level of a villa over a price boundary then the incremental payment will be required. If fewer people are to be accommodated there will be no reduction.

3. CANCELLATIONS BY YOU

Should you be forced to cancel, you must advise us by email (with a delivery and read receipt). Verbal cancellations will not be accepted. A cancellation is not effective until a copy of this email is received by us. To cover our estimated loss caused by the cancellation as we may be unable to resell your rental period or if we can it may not be at the full price, we must make a charge which is payable by you. The following is the agreed scale of charges:

Period before departure date within which emailed cancellation is received by us	Amount of cancellation charge expressed as a % of the total including any supplementary fees and excluding any amendment charges
More than 80 days	30%
61 to 80 days	50%
31 to 60 days	70%
1 to 30 days or after	100%

If one or more members of the party wish to cancel this is acceptable providing at least one person remains in the party. This may result in a move to a lower occupancy price band and in this event no refund will be given to reflect the occupancy becoming lower than booked.

If the reasons for cancellation falls within the terms of your travel insurance policy, you should make a claim direct to the insurance company for the recovery of charges.

4. DURING YOUR RENTAL

The accommodation provided is only for the use of persons shown on the invoice as confirmed by us. Sub-letting, sharing or assignment is prohibited.

You are responsible for any loss of inventory or damage caused to the accommodation during your stay, except by persons not known to you or us and unconnected with the contract between us. If you are responsible for any damage and all costs in this respect must be met by you and paid to us locally. A full inventory list is available in the villa.

Please note that as owners we may request the Authorities to remove anyone whose behaviour is disruptive. (See Clause 5(vii) above).

Occasionally, it may be necessary for us, or other persons authorised by us to carry out a specific task, to enter the accommodation during your occupation for the purpose of quality control or to carry out emergency repairs. Wherever possible you will be notified and mutually convenient arrangements will be made beforehand.

5. IF YOU HAVE A PROBLEM WITH THE RENTAL

We know that, in spite of everything, problems can arise. If you have a complaint, you must immediately notify us to allow us the opportunity to resolve the problem there and then.

6. CONDITIONS AND PRICES

You recognise that our website and brochure may be superseded by future editions and by any errata advised to you by email or on your electronic booking confirmation notice.

ESSENTIAL INFORMATION

ACCOMMODATION PRICE

Your rental includes:

- Exclusive occupancy of our villa as detailed on our confirmation invoice.
- All accommodation service charges.
- Cleaning once a week
- Bed linen change once a week.
- The reasonable services of us as representatives throughout your stay.
- Any supplementary services, such as full maid service, if purchased at the time of booking.

What's not included:

- Transport between your home and departure point and any associated parking fees.
- Transport between the overseas airport and your accommodation. We will arrange such transfers for you.
- Travel Insurance (which you must have).
- Return flights between the UK and the appropriate overseas airport.
- Optional excursions.
- Cost of entry visa (currently 10 GBP, payable on entry).
- Local charges for the hire of cars, sports or any other facilities described in our website or brochure unless specifically stated as included.

IMPORTANT NOTES ABOUT PRICES

- All prices are per villa and are based on the published room occupancy.
- Refunds are not available for any services, accommodation or transport booked but not utilised.
- On booking you commit yourself to the price as quoted and the payment conditions applicable to your booking and this price is then guaranteed.
- All rentals booked, based on a previous year prices, will only include features as specified in the website and brochure for that year.
- Prices quoted and payments are in GBP. Payment in any other currency will be subject to agreement and will be calculated according to the buy rate for GBP for that currency published daily by the Central Bank of Turkey.

TRANSFERS

If you have requested us to arrange a transfer, after you have passed through Customs and Passport Control, you will find someone holding up a card with your name. Transfers are in private air conditioned cars. If more than 4 persons are travelling a private minibus will be used. All transfers are to the gates of the villas. The drivers will assist in carrying luggage the last few yards if required. A tip is usually given in these circumstances. The transfers are not hosted, but many of the drivers speak some English. Depending on the time of your flight we will meet you when you arrive, or after you have had some sleep.

PASSPORTS AND VISAS

All British citizens over the age of 16 require a full 10 year passport with at least 3 months validity. All children under the age of 16, including newborn infants, now 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. The name on your passport must match that on your ticket, including any name changes by marriage. Passports take approximately 4 weeks to obtain by post, though this can be longer at peak times. There is a £10 Sterling visa charge on arrival at any point of entry to Turkey for British passport holders - this applies to infants as well. Scottish currency is not accepted for visas. A similar amount is levied in Euros for visitors from mainland Europe. Non-EU passport holders are responsible for checking their own visa requirements. In the UK please enquire with the Turkish Consulate: Visa enquiries on 09068 347348 (premium rate number) and general enquiries on 020 7589 0949. Also see the Link information on our website - www.lycian-villas.com.

HEALTH

Although there are currently no vaccination requirements for entry to Turkey, if you have any concerns we recommend you consult your doctor prior to departure. In addition, the Department of Health issue a free leaflet, Travellers Guide to Health, which is available from your doctor or by calling FREEPHONE 0800 555 777.

CURRENCY

All the popular credit cards are accepted in the larger shops and larger restaurants in Kaş, but small shops and market traders do not, as a rule, accept plastic. There are several automatic cash dispensers in town. If you bring Sterling please ensure that all bank notes are taken in the most recent denominations and passengers from Scotland should use English bank notes.

Turkey has changed to the New Turkish Lira (YTL) in 2005 so you will no longer have to contend with the additional six zeros! One million old Lira equals 1 Yeni Lira.

SOME ITEMS TO NOTE

Rental period:

Rental duration is specified in terms of 'number of nights' at our accommodation. It is often the case with packaged holidays that on the last day of your holiday you have to vacate by mid-morning. This will not happen with us providing that you are willing for us to work around you in preparing the villa for the next occupants, if they are arriving on the same changeover day. As our guests arrive from many global destinations, this will not happen too often. We will do everything possible to ensure that you are comfortable, showered and rested before your return trip to the airport.

It is worth noting that if you arrive by a night flight then typically this counts as your first night, so it is better to get daytime flights where this is possible and economic.

Keys:

While you are staying at the villa the security of the building, our contents and your belongings are your responsibility. So please ensure that the house is locked securely whenever you are away from the premises.

If your transfer or car hire was arranged by us then the driver will give you a front door key to the villa. All other keys will be found inside the villa. They all have labels. Two front door keys are provided.

The key for the safe deposit box is not replaceable so please take care.

Utilities:

We sometimes get electricity power cuts, but these are decreasing in regularity as Turkey gets more modernised. If they do happen they will affect the water heating, automatic lighting and pool filtration systems and air conditioning. In general the air conditioning is only really necessary in the bedrooms at night during July and August. Water supply is not a problem as the villas have large reserve supplies. Cooking is by gas hob with electric oven, grill and microwave. The maintenance staff will reset any automatic timing devices as is necessary. Household rubbish is cleared by the staff who maintain the pools and gardens. Please leave it bagged in the bin outside. Ensure it is in the bin otherwise you may get visits from the neighbourhood cats!

Balconies:

Every bedroom in Sundown Villas has either a balcony or a terrace and all have magnificent sea views.

Bathrooms:

Our villas have bathrooms and toilets built to European standards with tasteful decoration and luxury fittings. Sewerage systems are septic tanks built to modern European standards and toilet paper can be flushed away, unlike many other properties in Turkey. Such systems rely upon bacteria to break down the waste so neither sanitary towels/pads/tampons, disposable nappies, condoms nor any other form of non-biodegradable rubbish must be put down the toilets. Bins are provided for such items.

All toilets have in-built, high pressure bidets which are refreshing to use in a hot climate.

We provide an initial supply of toilet rolls and soap, when these are expended you will be expected to purchase your own supplies.

Beds and linen:

Where described as 'double' the beds are a king size double bed. Where described as 'twin' then the room is equipped with 2 single beds which may be pushed together if so required. Bedding in the summer is quality cotton sheets and a counterpane. The latter is not usually required. In the winter months duvets are provided.

Towels are good quality. They are not for use either at the pools or the seaside and you must bring your own beach towels. If you require an interim change of towels during a week we will be happy to oblige, when requested.

In-house Entertainment:

The villa is equipped with satellite television, CD and DVD player. Please note that we do not supply CDs and DVDs. Satellite TV comprises such stations as BBC Prime, BBC World, Euro News, CNN, Euro Sport and a plethora of other European channels. Some adult channels may appear therefore please be careful what your children can see. Parental controls are available. Satellite reception occasionally gets interrupted. We request that music is not played loudly after 23:00 hours.

For those who like less modern pastimes the villa has a backgammon, chess and draughts set, a pack of playing cards and some other games.

Swimming Pool:

The swimming pool does not have a shallow end. Where the steps go into the pool the depth is approximately 1.6 metres which slopes to the other end with a depth of approximately 2.2 metres. Do not dive into the pool. There is a children's pool for the supervised play of young non-swimmers. The pool has an infinity edge with a drop on the other side; obviously sitting on the edge is very dangerous. The terrace areas around the pool can be slippery when wet, take care and do not run. Do not use glass drinking vessels next to the pool.

The pool is only lightly chlorinated so please shower before you use the pool to remove excess sun lotion, etc. Also shower when leaving the pool.

With the exception of any unforeseen maintenance, the pools are guaranteed to be fully available between 1 May and 31 October, although we can extend this period by request.

If you want to swim at night please do it very quietly and be considerate to the neighbours.

Resort Facilities:

If any facility mentioned in our website or brochure is essential to your enjoyment please advise us at the time of booking and we will endeavour to advise you of any changes known to us at that time.

Seasonal Changes:

We have tried to portray our villas and the facilities available as being representative for the majority of the season. However, during early and late season some facilities may be closed due to fewer tourists or poorer weather and, during high season, the resorts and beaches which are normally fairly quiet may become more crowded.

Facilities and the weather:

The climate in the Mediterranean is normally conducive to alfresco living, thus the villa has outdoor terraces equipped for dining and lounging. However there are also indoor dining areas, lounges and heating and are thus suitable if you are travelling out of season when changeable weather conditions may be experienced.

The Mediterranean coast of Turkey can be breezy at certain times of the year and day, which is refreshing when it is very hot. Be careful of getting sunburnt as it can appear to be a little cooler than reality. Occasionally the winds can get quite strong for a short time, mainly in spring and late autumn. A drying room is provided in the basement which protects your washing and also has the benefit of keeping it out of view.

Religious Holidays:

Public holidays and religious festivals may affect the availability of resort and hotel facilities and you may well find a lot of activity with both beaches and restaurants becoming busy. The Turkish Tourist Office can provide details and dates of these events.

Safe deposit box:

Available at Sundown Villa. No charge.

Pests:

In our hot climate, insects are fairly common. Mosquitoes can be a problem and whilst our villas are fully equipped with insect screens on all windows and doors, plug-in vapour machines and mosquito drapes on some of the beds, these pests may still be a nuisance outside in the evenings. We recommend you either bring or buy and use appropriate deterrents. Please note that such products can be toxic and usually contain solvents. They will dissolve nail varnish, polished shoes and plastic. So use with care and do not stand the containers on any polished surfaces.

We provide a small initial supply of the mats for the vapour machines. They can be purchased in any of the supermarkets.

Windows:

Because of the fitted insect screens, all windows in the villa open inwards. They are all double glazed and have a standard opening mode and a tilt mode. It is recommended that the latter method is used at all times. This prevents damage to curtains, blinds and ornaments if the window blows open and is also more secure if windows are left open when leaving the premises. To operate turn the handle right around to a vertical position and pull the window forward.

Building work:

No outside building work is allowed in Kaş between mid-May and the end of October. Whilst this is to be highly recommended it can result in buildings being left incomplete during the summer. Road works can be carried out at any time but are not frequent. We always endeavour, where possible, to advise you should we become aware of any anticipated works, although these can occur at any time without prior notice.

Guests who are elderly, disabled or who have special needs:

Whilst we are pleased to give advice and our opinions about the suitability of our properties for disabled/elderly/pregnant guests, families or those with any other special needs, we would point out that they do not have facilities such as ramps for wheelchairs and lifts and they are not childproof. Villas are approached by short, level but non-surfaced roads. The villas are built into rocky hillsides which afford spectacular views but which means that there are steep paths (about 3 minutes walk) down to the sea. *Restrictions prevent building right next to the sea.* Sundown Villa has a short approach with four steps. Therefore, it is important if you or any member of your party has any medical problems or disability which may affect your stay with us, that you tell us before you confirm your booking so that we can discuss whether the accommodation is suitable. If we believe that the facilities will not be suitable for your needs, we must reserve the right to decline the booking.

The Foreign and Commonwealth Office Advice Unit:

This Unit is responsible for advising all travellers from the UK of any important information regarding overseas travel. You are advised to check this information on BBC2 (Ceefax page 470 onwards) or under the address <http://www.fco.gov.uk> on the Internet. The links given on our website www.lycian-villas.com also provide a wealth of information.

Lycian-villas as hosts:

We are here for your assistance. We have lived in Kaş for some years and we thus have good local knowledge and we can give advice on things to do and see. Please feel free to use our services to ensure you get the very best from your visit to Kaş. We are available as much or as little as you require otherwise we will leave you alone. We do not push excursions or particular hire car deals, however we can recommend the most reliable and best value agents.

