

Booking Conditions

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1. Contract

Your contract is with the owner, These booking conditions confirm the terms of contract which automatically come into force on payment of the deposit to the owner or it's agent. You will be accepting these conditions on behalf of all members of your party and you must inform them of these.

2. Reservation, Confirmation and Payment Conditions

To make a reservation or check availability just call +341852858, or go online at www.acv-spain.com . An option can be held for you for 3 days. Once an option has been accepted, an invoice will be received within 5 days asking for the deposit to confirm the booking within 7 days. If the deposit is not received by the date shown on the invoice, we reserve the right to cancel the booking. The invoice will confirm the dates, price and description of the accommodation reserved. Please check this carefully as this forms the basis of our contract with you. Any changes from the brochure will be contained in this document. Any queries must be referred back to ACV-SPAIN.COM within 7 days. Any changes to accommodation requested at a later time will be subject to the amendment and cancellation charges mentioned below. For last minute reservations made 42 days or less before arrival date, payment is due in full immediately. In this case the contract conditions come into force once the final payment has been received. The balance of the price of your holiday is due at least six weeks before departure date. If the balance is not paid in time we reserve the right to cancel your holiday, retain your deposit, and apply the cancellation charges set out below. Any extra requests can only be guaranteed if confirmed in writing by ACV-SPAIN.COM.

3. Prices and Periods

Prices are quoted per property (not per person) within the price period shown and are exclusive of travel. The weekly prices include our booking fee. A fee of £5 is made for each credit card payment. If your holiday falls across two different price periods you will be charged pro rata for the number of days in each period. Prices do not always include power costs, final cleaning, linen and towels, parking and tourist tax. Where tourist tax, linen and towels and/or final cleaning are payable locally this will be mentioned on your invoice and voucher but payments are to be made in the resort. Any other extra services, extra change of linen, additional cleaning, firewood, parking etc are not included and also have to be paid locally. Bookings are normally from Saturday to Saturday. Short breaks and other arrival dates are possible in low season. Restrictions of 10 or 14 nights apply to some homes over Christmas and New Year.

4. Your Holiday Accommodation

The accommodation is privately owned and we act as agents. We always send the full description with your confirmation. We would draw your attention to the following points to help you check you have reserved suitable accommodation for your requirements. Each property is furnished and equipped by the owner to local standards. Most are extremely

comfortable, some are luxurious, others are basic. We have graded the properties from 1 – 5 stars with 1 being the most simple and 5 the most luxurious. Holiday homes in the rest of Europe are not normally equipped with kettles and teapots. Some properties do not have ovens and we therefore mention this facility in our description when there is one. If “oven” is not mentioned then there will only be a hob or hot plates. All homes have a fridge. Where we say “double bedroom” this room will have 2 separate beds pushed together or 2 single mattresses on a double base”. Only where we state “room with double bed” will there be 1 bed for 2 people. Many homes have sofa beds (sometimes described as double divan) or pull out beds in the living room. We state the maximum allowed into each property but you may wish to under-occupy to have more space and avoid using the living room for sleeping - there is no supplement for under occupation. If a home has extra things like TV, air-conditioning, dishwasher etc these will be mentioned in the description. If they are not mentioned the property does not have them.

5. Changes in Conditions or Prices

We have taken great care to ensure the details supplied to you are correct. If we should discover any changes or errors you will be advised without delay and normally at the time of invoice. If we discover any changes after you have confirmed your booking, we will of course advise you immediately and will offer you the option of accepting the change or another holiday of the same value (if available) or a full refund of all monies paid, but no further compensation - see point 7. Information about the resort facilities has been gathered together from various sources and is printed in good faith but we are unable to guarantee that all facilities will be available at all times. The prices contained in this brochure are based on exchange rates prevailing on 26.07.2005. Whilst we reserve the right to increase or decrease brochure prices at any time before you book, once your booking is invoiced and confirmed the price of your holiday is fully guaranteed and will not be subject to any surcharges. In return for this commitment, no refunds will be made for exchange rate movements or cost adjustments that would otherwise reduce the holiday cost. We do, however, reserve the right to impose any taxes or charges which may be implemented by the Government, any fuel surcharges which may be made by the ferry companies, or any other charges approved by other regulatory body which were unknown at time of going to press.

6. Arrival and Departure, Curtailing or Extending your stay

You should arrive between 16.00 and 19.00 hours on the day of commencement of your booking and vacate before 10.00 hours on the day of departure. Please arrange your travel to concur with these times. You must contact the keyholder if you are delayed. We cannot guarantee that keys will be available outside of the above times and you may have to find hotel accommodation and wait until the following day. If you are unable to take occupation on the day and time reserved due to delays, illness, personal reasons etc, no refund can be made. Similarly if you have to cut short your holiday no refund can be made for the days unused.

7. Changes or Cancellation by you

If you have to cancel your holiday the following cancellation charges will be payable. Cancellations received 43 days or more before arrival date = 10% of the rental. Cancellations received 42 days to 29 days before arrival date = 50% of the holiday cost. Cancellations received 28 days to two days before arrival date = 80% of rental. Cancellations received one day before arrival, arrival date or after the arrival date = 100%. No refund can be made of any insurance premiums. All cancellations must be confirmed in writing. You must take holiday insurance not only to cover you against loss or accidents but also to cover against accidental damage to the owner's property. You must not travel without adequate insurance.

8. Changes or Cancellation by ACV-SPAIN.COM

It is unlikely we will have to make changes to your holiday. If we are forced to do so we will advise you at the earliest possible date and will offer you the option of accepting the change or another holiday of the same value (if available) or a full refund of all monies paid but no further compensation.

9. Your Liability

"To give and to receive the keys means the acceptance of the state of the apartment". You have to pay a breakage deposit on arrival of approximately £100-150 (200 euros) (more can be requested for large or luxurious properties). This has to be paid in cash or sometimes by credit card. Keys will not be handed over until the deposit has been paid. The deposit will be refunded on departure or shortly afterwards after deduction of any extra charges or breakages, providing nothing is damaged or broken.. You must take care of the property and contents and respect the local rules. If you break or damage anything in the accommodation you must advise the keyholder or local office immediately. You and your party will be liable for the cost of repairs and replacements. Prohibited to put towels and deck chairs on the grass. You must leave the house in good order and wash and put away all kitchen utensils before your departure. Occupation of the property is strictly limited to the number of people indicated on the voucher. The keyholder has the right to refuse entry to extra people or charge a supplement. Please note that local regulations and standards apply to local services.

10. Complaints

We do hope you enjoy your holiday. If you should have a problem during your holiday you must inform the local keyholder or office immediately who will endeavour to put things right. If the local keyholder is unable to help, you must call the ACV-SPAIN.COM booking office to advise of your dissatisfaction. Steps will be taken immediately to try to rectify the situation. It is therefore a condition of this contract that you communicate any problem to the local keyholder and to your ACV-SPAIN.COM booking office whilst in the resort. If you fail to follow this simple procedure we cannot accept responsibility as we have been deprived of the opportunity to investigate and rectify the problem.

11. Our Liability

Although we act only as an agent in booking your accommodation. We cannot guarantee resort facilities will be open at all times of year. Swimming pools are normally only open in the main season. Whether such services are provided by our own employees or agents or by sub-contractors or suppliers. We cannot accept responsibility for any break in services, such as gas, electricity and water, or any failure attributable to your own fault or party member or the actions of third parties unconnected with the provision of services or force majeure reasons. In the event of death, bodily injury or illness we only accept responsibility if the occurrence results from the negligent acts and/or omissions of our own employees or agents. If the client or any member of the party suffer death, illness or injury whilst on holiday arising out of activity which does not form part of the holiday arranged through us we shall, at our discretion, offer advice, guidance and assistance to help in resolving any claim you may have against a third party, provided we are advised of the incident within 90 days of the occurrence.

12. Jurisdiction

This contract is made on the terms of these booking conditions which are governed by Spanish Law and both parties shall submit to the jurisdiction of Barcelona-Spanish Courts at all times.