

BOOKING CONDITIONS FOR CLIENTS AT LES GAVATXES

All bookings are made with and any reference in this or other documentation to “we” or “us” means the Kshanti Foundation. You (the person signing the booking form as party leader) agree to enter into a contract with us on the following terms and conditions. When booking we understand that you and your party understand and accept all of these conditions as follows:

1. Booking Conditions

1.1. Deposit

A deposit of 50% of the property rental must be paid at the time of the booking. The booking does not become contractually binding between you and us until we have confirmed receipt of your deposit in our bank account in writing. We will advise you by e-mail. We reserve the right to refuse a booking without giving any reason. Payments are to be made in Euros. If bank charges are incurred in connection with currency conversion these will be for your account.

If you are not able to pay by bank transfer or if you want to pay in another way, please contact us.

1.2. Payment of Balance

Payment of the balance of the rent must be made before the booked arrival date or as soon as you arrive here.

1.3. Cancellation Charges

If you (or any member of your party) wish to cancel all or any part of your booking, we must be notified in writing. The cancellation will take effect from the day the written confirmation is received. The following charges will be payable, depending on when the notification of the cancellation is received:

- More than 4 weeks before scheduled arrival at the property: no charges, return of the full deposit.
- Between 2 and 4 weeks of scheduled arrival at the property: 50% of total deposit.
- Within 2 weeks of scheduled arrival at the property: loss of the 100% of the deposit.

If you change the dates of your booking, this will be treated as a cancellation of the original booking contract and cancellation charges may apply. Whilst we will do everything to accommodate your required change, if we are unable to make the changes you have requested, you will remain subject to the terms of this contract.

1.4. Cancellation by Us

Though it is unlikely that we will have to make any changes to confirmed arrangements, it may conceivably happen and we will advise you at the earliest possible date. If, for any reason beyond our control, we are unable to provide you with the dates you have booked, and you are unable or unwilling to accept an alternative, we will cancel the booking and refund any sums paid by you. We will not be liable for any further obligations or claims.

2. Our Liability to you

2.1. We shall not be liable for the death of or personal injury to any person named on the Booking Form or other person at the property.

2.2. We shall not be liable for any injury, loss, damage, delay, expense or inconvenience of any kind caused as a result of any defect in any aircraft, train or other conveyance or building or the contents thereof or the failure of any service provided therein, any delays in transport, itineraries or any act, omission or default of the travel services, their servants or agents or any other causes whatsoever and howsoever arising whether or not within our reasonable control.

2.3. You must have full holiday insurance cover, including accidental damage to property, and emergency medical expenses. Personal possessions are not covered by property owners insurance.

2.4. Where you have asked us to give you information on additional services or equipment (such as babysitting) for which we have made no charge, this is an arrangement between you and the supplier direct. We accept no responsibility for the quality or safety of these services or equipment.

3. Arrival and Departure

3.1. Arrival and departure is always confirmed by email. Please contact us by Whats Up or Sms at least one hour prior to your scheduled arrival in order for us to be at the property to greet you.

3.2. The property will be available to you **from 4.00 pm onwards**. Please do not arrive before that time as we have to ensure that everything is ready for your arrival.
The departure time will be at 11 a.m.

3.3. If you are likely to be later than 8.00 pm, then do please let us know. It should not be a problem so long as we know in advance.

3.4. A late arrival or early departure will not be a reason for refunding any sum of money. The amount for the entire stay will be charged.

4. Care of the Property

The property

4.1. You agree to treat the property with care and consideration and to inform us of any damage you have caused as soon as possible.

4.2. Utilities Electricity costs are included in the rental. The voltage in Spain is 220 V and subject to having the correct plug, all your personal electrical equipment should work unless you are from North America, in which case you will need a transformer. Please remember we are self-sufficient energetically. Our electricity comes from solar panels so please bare in mind that we ask you not to bring hairdryer or any similar electricity intensive device.

4.3. Linen and Towels Bed clothes, including sheets, pillowcases, duvet covers, and hand towels are included in the price.

4.4. Telephones. There is a free WIFI internet connection, but please be aware it is a satellite connection and data is limited. Please use the connection for basic web browsing and checking of emails but not for downloading films or music, watching videos (youtube etc.), or videoconferencing.

5. Valuables

Your property and your valuables, are at your sole risk. They are not covered by our insurance of the property. We are not responsible for their loss and we therefore recommend that you take out the appropriate personal travel insurance.

6. Smoking

Smoking is not permitted inside. Smoking is permitted in the garden area. Cigarette ends must be cleared away and not left lying around.

7. The government prohibited to start any kind of fire outside. So please in Les Gavatxes is not allowed to start a fire.

8. Complaints We sincerely hope there won't be any, but we will do everything possible to attend to any complaint speedily.

8.1. If any breakdown of the supply of water or electricity happens, please tell us as soon as possible and we will do everything humanly possible to arrange for any such problems to be resolved with the utmost speed. Please be patient :)

8.2. Any complaints must be notified to a member of inhabitants immediately.

8.3. If you vacate the property before the end of the rental period for whatever reason, refunds are not available.

9. Law Any disputes in relation to these Terms and Conditions or data you have entered on your Booking Form shall be between us and you and shall be governed in all respects by Spanish Law whose courts will have exclusive jurisdiction over any disputes that it is impossible to resolve by negotiation. When making your booking you are accepting this form you agree that neither you nor any member of your party will seek to have any dispute relating to these Terms and Conditions adjudicated in any other jurisdiction.

We do want you to have a wonderful holiday at Les Gavatxes, and the above agreement is also designed to protect you and ensure that people use the property before you leave it in the best possible condition for you to enjoy your stay.

Kshanti Foundation