

# **Terms and Conditions**

## **1. General**

Myghanastay is the trading name of Myghanastay Limited, Ghana and MSTAY in the United Kingdom. We arrange bookings of holiday accommodation as an agent for the Suppliers or Property Owners of that accommodation (“Supplier or Owner”). When you book with Myghanastay you agree to the booking conditions stated here. Please ensure that you read them carefully.

## **2. Formation of contract**

Before making a booking, you must contact us to obtain confirmation that your chosen accommodation is available for the dates required. You must send us a completed and signed booking form and a guaranteed deposit payment. A binding contract between the person who has signed the Booking Form and the Supplier or Owner will be made when we issue a confirmation invoice as agent for the Supplier or Owner. You are responsible for payment of the price of the stay and the compliance of members of your party with these conditions. Bookings cannot be accepted from persons under 18 years of age at the time of booking and we reserve the right to refuse a booking without giving any reason.

## **3. Payment**

The balance must be paid to the Supplier or Owner upon arrival at the accommodation. This failure to pay the balance on time will constitute cancellation and cancellation charges will become payable in accordance with paragraph 6. Receipts and directions to the property will be sent on receipt of the deposit. Some accommodation may have different arrangements for payment of the balance which will be explained at the time of booking.

All payments from foreign banks must be received net of bank charges

## **4. The price**

All prices are advertised in dollars and the rental period is nightly, weekly or monthly, unless otherwise stated. Prices are fixed in dollars. You will be advised of the prevailing exchange rate of that day in GBP sterling at the time of booking. If paying by cheque or bank transfer the amount quoted will be the amount we ask you to send. This is the rate given to Myghanastay by our bank and the rate quoted by Mghanastay is the set rate.

All accommodation are let fully furnished and equipped. Some properties have different conditions for letting which are indicated before making the booking. We are entitled to vary the advertised selling price to reflect:

- a. any adverse change in exchange rates;
- b. any increase in the cost of services included in the booking;
- c. the imposition of any tax, charge or levy whether in Ghana, England or elsewhere which affects the booking.

Where price increases or decreases are known to us before you book, we shall inform you of the new price before you book. Where increases become effective after you have booked we reserve the right to recover these and will send you a supplementary invoice.

## **5. Alterations or cancellation by Us**

In the unlikely event that it is necessary to make an alteration to or cancel the holiday accommodation specified in the holiday confirmation form we will inform you as soon as possible and, if requested, we will try to arrange alternative holiday accommodation of a similar type and standard and in a similar location as that originally requested. If the alternative holiday accommodation is not acceptable, we will refund in full all monies paid and shall be under no other liability.

## **6. Cancellation by You**

Any cancellation by you (for whatever reason) must be in writing addressed to us by email as stated on the [contact section](#) of our website. The effective date of cancellation is when written notification is received by us.

If you cancel your booking or if the booking is cancelled by us due to non payment we shall be entitled to the following percentage of the holiday cost:

- 8 weeks or more before departure: deposit
- 2 weeks or less before departure: 100%.

All cancellations for whatever nature are treated under the same conditions. We may not be able to rearrange dates or make special arrangements depending on the circumstances.

## **7. Amendments by You**

Upon receipt of your booking confirmation invoice, please check the details to make sure they are correct. If after your booking has been accepted you require us to amend it in any way, or to re-invoice you, we reserve the right to charge an amendment fee of £15 per Booking Form. We reserve the right to treat a change of property and/or holiday dates as a cancellation of one holiday and the booking of another.

## **8. Information**

While we make every effort to ensure that descriptions supplied by Suppliers or Owners are accurately reproduced, we cannot accept responsibility for errors contained therein or the results thereof. You must accept that minor differences between the photograph, illustration and/or text used and the actual property may arise. Suppliers or Owners reserve the right to make modifications to the property specification that are considered necessary in the light of operating requirements. In the interests of continued improvement, the Suppliers or Owners e reserve the right to alter furniture, fittings, amenities, facilities, or any part of any activities, either advertised or previously available, without prior notice. If material changes occur after your booking has been confirmed we will advise you if there is time before departure. Myghanastay does not accept liability for any disappointment which the client may feel as a result of unrealistic expectations.

## **9. Number of people using the short stay accommodation**

The number of persons using the short stay accommodation must not exceed the maximum number stated in the relevant property description without prior written agreement. In the event that the maximum number is exceeded without such agreement, the Suppliers or Owners reserves the right to refuse or revoke the booking or ask for an extra charge (at their sole discretion).

If the client wishes to 'entertain' over the maximum number of guests specified in our literature, permission must be granted from the owner prior to arrival in the apartment. We regret that as these are privately owned apartments such arrangements cannot be made without the consent of the owner and we will have to follow the judgment of the owner. Should any client 'entertain' without consent at any time the owner has the authority to evict the client and no compensation can be sought

## **10. Access**

The Property Owner or Supplier or his/her representative shall be allowed access to the holiday accommodation at any reasonable time during any holiday occupancy for the purposes of inspection and maintenance.

## **11. Arrival and departure**

You must arrive before 9pm on the start date of your stay and the accommodation must be vacated by 10.00am on the last day or by the check in and check out times as stated by each accommodation on its details page. If you are scheduled to arrive after 10.00pm, You must check with Myghanastay before booking to see if this is possible.

## **13. Your responsibilities**

You must keep the accommodation and all furniture, fittings and effects in the same state of repair and condition as at the commencement of the holiday, and leave the accommodation in the same state of cleanliness and general order in which it was found. You are responsible for all damage or loss which occurs to the property or its contents during your occupation, and will be responsible for paying appropriate compensation to the Supplier or Owner direct or to us as agent for the Supplier or Property Owner in the event of breakages or damage, excluding liability for any damage caused other than by the hirers (or their invitees), and also such as would amount to reasonable wear and tear. A Security Deposit may be held against all bookings for apartments and villas and will be debited in the event of any claim as referred to in the clause. We reserve the right to make deductions once price of final damage has been calculated regardless of time elapsed. If you choose on the course of your holiday to abandon the arrangements made by Myghanastay on your behalf and instead make your own arrangements, the company accepts no liability and no refunds will be made for the services you choose not to take.

## **14. Complaints**

In the unlikely event that you are disappointed with the holiday accommodation, you must first contact the Supplier or Owner or local representative who will try to solve the problem. Where this is not possible, you should contact us. If after that you still feel that the problem has not been resolved to your reasonable satisfaction you should within 7 days of returning from stay, put your comments in writing to us and we will forward them to the Supplier or Owner. We are unable to take into consideration any complaint lodged after the completion of the holiday. If for some unfortunate reason you leave the accommodation and terminate the contract then Myghanastay is under no other liability and no recompense can be sought. If alternative accommodation has been offered by Myghanastay (normally an upgrade at no extra cost) and the client does not wish to accept then Myghanastay is again under no liability and will cancel the accommodation and contract.

## **15. Liability of Myghanastay and the Supplier or Owner**

Neither we (as agent for the Supplier or Owner) nor the Supplier or Owner shall be responsible for the death of or personal injury of any holidaymaker unless this results from the proven negligence of us or our employees.

We shall not be liable for any loss, breach or delay due to any cause beyond our reasonable control including though not limited to act of God, explosion, flood, tempest, fire or accident, war or threat of war, civil disturbance, acts, restrictions, regulations, bye-laws, or measures of any kind on the part of any governmental or local authority, strikes, lock-outs, or other industrial actions or disputes or adverse weather conditions. In any such case we shall be entitled to treat the contract as discharged. In the event of such discharge our liability shall be limited to the return of sums paid to us less an administrative charge of £20.00 to cover our reasonable expenses.

We cannot be held responsible for breakdown of mechanical equipment such as pumps, boilers etc, nor for failure of public utilities such as water and electricity.

Neither we nor the Supplier or Owner is responsible for noise or nuisance or disturbance caused by third parties and/or originating beyond the boundaries of the holiday accommodation rented under these conditions. Compensation for a third party activity will be at the discretion of the owner and Myghanastay is under no obligation.

## **16. Law**

All contractual obligations arising out of these booking conditions shall be deemed to come into existence in London and Ghana, and be subject to English and Ghanaian law and the jurisdiction of the English and Ghanaian courts

## **PRIVACY POLICY**

This Privacy Policy sets out the data processing practices carried out through the use of the Internet and any other electronic communications networks by Myghanastay Limited . If you have any requests concerning your personal information or any queries with regard to these practices please contact us at [info@myghanastay.com](mailto:info@myghanastay.com)

### Information collected

We collect personal information from visitors to this website through the use of on-line forms and every time you e-mail us your details.

We also collect additional information automatically about your visit to our website.

### Use of personal information

We process personal information collected via this website for the purposes of:

- providing and personalising our services
- dealing with your inquiries and requests
- administering accounts relating to our suppliers or customers
- maintaining information as a reference tool or general resource
- providing reservation or booking services
- providing you with information about products and services

If you do not wish to receive information about our products or services, you may opt-out by sending us an e-mail at [info@myghanastay.com](mailto:info@myghanastay.com). We may also use and disclose information in aggregate (so that no individuals are identified) for marketing and strategic development purposes.

### Use of cookies

A cookie is a small piece of information sent by a web server to a web browser, which enables the server to collect information from the browser. Find out more about the use of cookies on [www.cookiecentral.com](http://www.cookiecentral.com).

We may use cookies to identify you when you visit this website and to keep track of your browsing patterns and build up a demographic profile.

Our use of cookies also allows registered users to be presented with a personalised version of the site, carry out transactions and have access to information about their account.

Most browsers allow you to turn off cookies. If you want to know how to do this please look at the help menu on your browser. However, switching off cookies will restrict your use of our website.

## Disclosures

We will only disclose the personal information collected through this website to other companies within our group of companies and business partners (including public relation companies and marketing advisors).

## Other websites

Our website may contain links to other websites which are outside our control and are not covered by this Privacy Policy. If you access other sites using the links provided, the operators of these sites may collect information from you which will be used by them in accordance with their privacy policy, which may differ from ours.

## Access right

You have a right to access the personal data held about you. To obtain a copy of the personal information we hold about you, please email [info@myghanastay.com](mailto:info@myghanastay.com)

## Internet-based transfers

Given that the Internet is a global environment, using the Internet to collect and process personal data necessarily involves the transmission of data on an international basis. Therefore, by browsing this website and communicating electronically with us, you acknowledge and agree to our processing of personal data in this way.