

# Terms and Conditions

All bookings made are subject to the conditions below and this Agreement forms the basis of the contract between the holidaymaker (“you”/”your”) and the property owners (“we”/”us”/”our”), so please read them carefully. Nothing in this Rental Agreement affects the holidaymaker’s normal statutory rights.

**A booking will not be confirmed until the Initial Deposit has been received**

**POSTAL ADDRESS:** CALLE GUARDALAJARA, 03160 ALMORADI, ALICANTE

**CHECK IN DAY: SATURDAY TO SATURDAY unless otherwise arranged in advance.**

**CHECK-IN after 3:00 pm. CHECK-OUT by 10:00 am.** We can change this to suit your flight time if availability allows

**SMOKING is NOT allowed in the house.**

## **PAYMENT OF RENTAL FEES**

An ‘Initial Deposit’ of 25% of the rental rate is required to secure the booking. The final payment, plus a £200 refundable damage deposit, is due 4 weeks before your holiday, except where the arrival date is less than 4 weeks after the booking date in which case full payment is due with the booking. If payment is not received within 7 days of booking or if balance payments are not received by the due date, we reserve the right to cancel your booking. Receipts will be issued by email for deposit and balance payments. Your booking is confirmed once cleared funds are available in our bank account. In the event of a payment not being honoured by the bank on which it is drawn, a £20 charge will be levied to cover administration costs and bank charges.

The damage deposit will be returned if there have been no breakages or damages. Payment can be made by bank transfer. In all cases any additional bank charges or fees are payable by the guest. The damage deposit for extended rentals will be at the discretion of the owners

## **CANCELLATIONS**

### ***By the holidaymaker***

In the event of cancellation, or shortening of the rental period, the Initial deposit cannot be refunded.

In the event of cancellation after the full amount has been paid:

If the cancellation is made at least 4 weeks before the start of the holiday a refund of 50% of the total rental fee will be made.

If the cancellation is made less than 4 weeks before the start of the holiday a refund of 50% of the total rental fee, less £100 administration charge, will be made only if we are able to re-book the property for all the dates cancelled.

**Where bookings are made through a 3rd Party Website the cancellation policy stated on the website at time of booking applies.**

***By the property owners***

If, in the unlikely event, we find it necessary to make changes to a booking, or cancel a booking, we will notify you as soon as reasonably practical. If we cancel your booking we will refund you any fees you have already paid to us. However, we will not be liable to refund you for any fees you may have paid to third parties in connection with your holiday (including, without limitation, fees for travel, entertainment or insurance).

**MAXIMUM OCCUPANCY**

The maximum number of guests is limited to six persons. Additional guests, including very young children, may be accepted only on special application to owners.

**MINIMUM STAY**

The minimum stay is seven (7) nights in High Season and four (4) nights in Low Season. Guests staying for less than the minimum period will be charged for the minimum period as appropriate. Extended stays can be arranged and fees agreed at the discretion of the owners.

**WHAT'S INCLUDED IN YOUR HOLIDAY RENTAL**

Your holiday home rental includes: accommodation and all facilities, including water, electricity (unless otherwise stated), metered air conditioning (a card for approximately 30 hours is included per week), the use of the communal pool designated to the property, bed linen, bathroom towels. Not included in the price are flights, car hire, airport transfers, travel insurance, cleaning and/or linen changes, meals or the hire of cots or associated items.

**HOUSEKEEPING**

Cleaning is not included in the rental and we would ask that a fee of 60 euros is left on the day of departure for the cleaner

Daily housekeeping or cleaning service if required can be arranged for an additional fee. Guests are expected to keep the house generally clean during their stay and leave it in good order on departure.

**FALSIFIED BOOKINGS**

Any bookings made under false pretence will be subject to forfeiture of all rental payments and deposits made and the party will not be permitted to check in.

**RATE CHANGES**

Rates are subject to change without notice.

## **TRAVEL INSURANCE**

It is The Renter's responsibility to ensure adequate travel insurance is purchased. By signing the rental agreement The Renter confirms that suitable travel insurance has been purchased to cover all members of the party. We (the owners) do not accept any responsibility or liability whatsoever or howsoever caused for injury, illness, damage or loss to any of the traveling party as a result of failure to be adequately insured. We (the owners) do not accept any responsibility or liability whatsoever or howsoever caused for injury, illness, damage or loss to any traveling party caused by use of the property, its facilities and communal facilities. Guests are required to exercise due supervision and care of children and the elderly when near swimming pools, balconies, stairs etc. We (the owner of the property) accept no responsibility for insurable risks.

## **FORCE MAJEURE**

The owners of the property will not be liable for any loss, injury or delay occasioned by any of the following: strikes, riots, political unrest, hostilities, war or threat of war, terrorist activity, industrial disputes, fire, flood, technical and/or weather problems with transport, aircraft grounding, flight cancellations, airline collapse, closure of ports or airports, weather conditions or any other event beyond the control of the owner of each property.

## **CONDUCT**

This property is located in a residential area. Please respect the privacy and quiet of the neighbourhood, keep noise to a minimum particularly after midnight, and abide by the rules relating to the use of the swimming pool, the communal facilities and the Urbanisation. In the event of any complaints which cause distress, danger or annoyance to any resident or other holidaymaker in adjoining properties, we reserve the right to terminate your holiday booking immediately. In this instance no refund will be due. Verbal and physical abuse of residents or neighbours will not be tolerated and may result in the police being called.

## **ACCESS TO PROPERTY**

The owners, or any representative of ours, must be allowed access to the property at any reasonable time during your stay for the purpose of making essential repairs or in any emergency.

## **COMMUNAL SWIMMING POOLS**

The pool hours are from 10am to 3pm, then from 5pm to 10pm,

Glass objects are forbidden around the pool area

Children must be accompanied by an adult

No pets

Pool access doors must be closed behind you

The pool may close for maintenance purposes or other reasons and may fully close during the winter months. We cannot and will not be held responsible should this happen during your stay. The management of swimming pools, their times of opening, usage rules and maintenance schedules are the responsibility of the local Community of Owners and as such is outside of the control of the Owner. The

opening and closing times along with the rules of the pool are clearly displayed at the entrance to each swimming pool and you are expected to abide by these rules. Breach of the rules may result in pool access being denied to you. You are solely responsible for your own safety and that of the members of your party, guests and friends. We strongly advise that you purchase suitable travel insurance.

#### **KEY COLLECTION AND DIRECTIONS TO YOUR HOLIDAY HOME**

Provided that full payment has been made and your payment has cleared, precise directions to the property and key collection instructions will be issued no later than seven days before arrival, except in the case of late bookings when details may be issued up to the day of arrival.

Two sets of keys will be issued per property. It is The Renter's responsibility to take good care of the keys issued. If the keys are lost, mislaid or stolen all the locks to the property will be replaced. The cost of the replacement locks and keys will be borne by The Renter in all circumstances and this will also include the cost of replacing keys/electronic fobs to the urbanisation and swimming pool.

#### **ACTIVITIES**

All activities using facilities and equipment provided by the owners are undertaken solely at guest's risk.

#### **OUR LIABILITY**

The maximum amount we can be liable for in the event that you suffer losses as a direct consequence of us acting in breach of this Agreement is the total amount you have paid for the booking.

Your booking is made as a consumer for the purpose of a holiday and you acknowledge that we shall not be liable for any business losses howsoever suffered or incurred by you.

We shall not be liable to you or any member of your party for any personal injury or damage to or loss of personal property, except where the injury, damage or loss is caused by our negligence.

#### **AGE RESTRICTION & GROUPS**

It is at the owners discretion to accept bookings from groups of teenagers, large single sex groups, groups where the majority are 21 years of age or under, or from hen and stag parties.

#### **COMPLAINTS**

Every effort has been made to ensure that you enjoy your holiday. However, if you have any cause for complaint it is important that you let us know immediately so that the matter can be investigated and remedial action taken promptly.

**GENERAL**

You may not transfer your booking or any rights or responsibilities under this Rental Agreement to any other person(s) without our prior written consent.

If any specific provision of this Agreement shall be found to be unenforceable for any reason under applicable law, the remaining provisions shall continue to be valid and shall constitute the whole

This Rental Agreement, together with the Quotation and our confirmation email constitute the entire agreement between us and you relating to your holiday booking and supersedes any previous agreements and understandings both written and oral.

Any exceptions to the terms of this agreement will only be valid if approved in writing by us in advance.

**In making this booking you are accepting our terms and conditions**