

# Moraira Private Villas - Terms and Conditions

## 1. Contract of Hire

The property known as Casa Palmera/Casa Bonita, Calle Cullera, Moraira is offered for holiday rental on behalf of the owners Ben & Liz Hunt (later referred to as the owners) to the renter (the Client) named as the party leader on the booking form. All bookings are accepted by the owners & are subject to these conditions, which are deemed to have been accepted in full by the client & all persons in the party.

## 2. Confirmation

Postal bookings will be confirmed on receipt of your deposit. Online bookings will be confirmed by a “Confirmation of Booking” email. Your chosen villa will be kept on option for a period of 5 days from the moment we send you the “Confirmation of Booking” email. During this time, you must ensure to send us your payment. Failure to do so will mean your chosen villa will become available to others for booking

## 3. Payment

A deposit of 25% of the total villa rental cost is payable at the time of booking. An invoice will be sent by post/email as soon as the deposit cheque/online payment is cleared & will state the balance due date. The balance is to be paid 8 weeks prior to departure plus a Refundable Security Retainer £200/250€ (See Clause 13) which will be refunded subject to a property inspection after vacation of the villa. If the rental period is less than 8 weeks away then the Full Rental plus the Refundable Security Retainer £200/250€ (See Clause 13) is due at time of booking. If the owners do not receive this payment by the balance due date specified on the deposit receipt/invoice & have no notification from the client, the booking will automatically be cancelled and the deposit retained. Please do not book travel arrangements until you have received confirmation of booking.

## 4. Cancellation by Client

All cancellations of bookings must be in writing & sent by recorded delivery. If the owners receive notification of cancellation eight clear weeks prior to rental start date then only the deposit will be forfeited. If cancellation is less than eight clear weeks before departure then the full rental cost is to be paid as laid down in clause 3.

## 5. Amendments

Any amendments to a confirmed booking requested by the Client within the eight week period will incur a £25 charge in addition to the increase, if any, in cost of the revised arrangements.

## 6. What is Included

The villa rental includes the cost of water, gas, electricity, maintenance of swimming pool & garden. One bath & hand towel is provided per person & changed weekly along with bed linen. The kitchen is fully equipped with hob, oven, fridge/freezer, microwave, washing machine, dishwasher, coffee maker, iron, ironing board, crockery, cutlery & tea towels etc.

## 7. What is not included

The villa rental price does not include any personal insurance, travel, transportation or airport to villa transport. Cot linen & beach towels are not provided. Unlimited WiFi Internet access is £10/12€ per week. The cost of gas used for the central heating is not included ... it will be charged at current gas company's rate (approximately 60€ per bottle). Our local representative Mr Day will check on the amount of gas at time of arrival, order more as & when required & the total amount of gas used will be deducted from the Security Retainer. Instructions for the central heating/gas bottle exchange are in the villas.

## 8. Complaints

In the unlikely event that you have a complaint about the villa or it's contents during your stay, it must be reported immediately in writing to our local representatives who will take reasonable steps to resolve the matter. Neither the owners nor their representatives shall have any liability for any complaint submitted after the booking period.

## 9. Occupancy

The villa will be ready for occupancy from 4pm on the rental start date & must be vacated by 10.30am on the rental end date. Booking periods are from Saturday to Saturday. Variations on this are for long winter lets & would be confirmed in writing.

## 10. Maximum Number of Persons

Under no circumstances may more than the maximum number of persons specified in the villa description or booking form occupy the villa except by prior written agreement. The villa cannot be re-let/sublet to any other group/party without the written approval of the owners. The owners and their representatives reserve the right to refuse admittance to the villa to the client & their party if they are in breach of any of these conditions.

## 11. Clients' Responsibilities

The client is responsible for taking all reasonable care of the property & its contents. The property & all equipment, utensils, fixtures, furnishings & fittings, etc., must be left in a similar state of cleanliness as existed at the beginning of the rental period. The client should also ensure that all kitchen appliances & the barbeque is cleaned & ready for the next clients & that all household waste is bagged & all bottles, cans, plastics, cardboard & paper are taken to the waste/recycling bins at the local shopping centre on Calle Mostoles or on Calle Pontevedra. Excessive cleaning costs will be deducted from the Security Retainer. The client shall ensure that no member of the party engages in any activity in or around the swimming pool, which may cause offence to neighbours or pollution to the water or damage to the structure or filtration equipment - this includes unacceptable anti-social behaviour. Finally, we politely ask the client to ensure no item at all (except cool box/bag) is removed from the villa during the rental period.

## 12. Insurance

The villa rental cost does not include any personal insurance cover of any kind. It is strongly recommended that you take out insurance cover for you & your party against holiday cancellation, personal accident & medical insurance.

## 13. Damage to Villa

Except in the case of normal wear & tear the client will be responsible for making good any damage to the villa, or its contents, which has occurred due to negligence, wilful damage or irresponsible behaviour on the part of those occupying the villa, or their guests. Such damage must be reported, without delay, to our local representatives, or directly to the owners. The cost of the repair or replacement must be agreed with & paid for. A figure of £200/250€ is held against damage to the property, furnishings or for excessive cleaning requirements. If the damages sustained exceed this figure the client will be charged the excess amount.

## 14. Rights of Access

The representatives or their sub-contractors have the right of access to the property at any time with due regard to the convenience of the client for the purpose of inspection of the property & to carry out any essential repair or maintenance work.

#### **15. Responsibilities**

Neither the owners nor their representatives can be held responsible for any circumstances beyond their control including, but not limited to, mechanical breakdown, illness or failure of any public service supply including water & electricity or any amenities out of the owners' control. However, every effort will be made by the owners or their representatives to rectify the problem, acting on the clients' behalf. The client responsible for booking undertakes that no person will suffer anything to be done which would endanger the policy of the owner's insurers in respect of the villa & its contents, which might make the same void or voidable.

#### **16. Injury & Damage**

The owners & their representatives will not accept any liability for personal injury, death, loss or damage to personal effects & motor vehicles to the client or any member of the party arising from the provision of letting the accommodation.

#### **17. Force Majeure**

The owners regret that they cannot accept liability or pay compensation where the performance of our contractual obligations is prevented or affected by 'force majeure'. In these Terms & Conditions 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with due care, foresee or avoid. Such events may include, but are not limited to, war, threat of war, civil commotion or strife, hostilities, strikes or other industrial disputes, natural disasters, fire, acts of God, terrorist activities, technical problems, with transportation, closure of ports & ferries, quarantine, epidemics, weather conditions, government action or other events outside the owners control.

#### **18. Cancellation by the Owners**

In the unlikely event that the owners have to cancel the clients' booking, the full villa rental cost will be refunded. Any refund will be restricted to villa rental cost & the owners are not liable for any cancellation charges for travel arrangements, etc.

#### **19. Keys**

Detailed instructions for key collection & directions to the villa will be sent immediately after receipt of final payment.

#### **20. Satellite TV**

Satellite television is constantly changing & the owners cannot guarantee which channels will be available to the client.

#### **21. Pets**

Well behaved dogs may be allowed.

#### **22. Information**

Whilst the owners have made every possible effort to ensure that the details contained within the web site & other advertising material is accurate the property may be altered or facilities changed. Any information supplied about the resort, amenities & surrounding area has been given in good faith and believed to be accurate. The owners cannot accept responsibility for any inaccuracies contained within this supplied information.