

Booking/Rental Terms and Conditions

The Property: Villa Buena Vida, La Manga Club



The Owner and rented by:

Rosie Mayes

**Villa 27, Calle Atamaria Norte
La Manga Club, Los Belones**

1. Formation of contract

If you enquire about the property, we will provide you with the property details including available dates and prices. If you wish to rent the property:

1.1 We will send you a booking form and contract terms

1.2 You must complete the booking form and email or post it to the owner and then pay a non-refundable 20% deposit within 3 days of returning the booking form

1.3 A binding contract will exist between the person named on the form and the owner, when the owner confirms receipt of the deposit by email to you.

You are responsible for payment of the price of the rental 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.

2. Payment

The balance must be paid not later than 6 weeks before arrival. Failure to pay the balance on time will constitute cancellation and cancellation charges will become payable in accordance with paragraph 5. Receipts, directions, agent meeting details and key supply for your accommodation will be sent 6 weeks before arrival. If you book a holiday less than 6 weeks before arrival, the full rental fee is payable at the time of booking unless otherwise stated.

3. The Price

Prices are in UK sterling and the rental period is weekly or fortnightly, unless otherwise stated. Overseas guests paying by international bank wire must pay all bank costs.

The property is let fully furnished, and all its services/facilities are displayed on the web listing.

4. Alterations or cancellation by the Owner

In the unlikely event that it is necessary to make an alteration to or cancel the holiday accommodation specified in the booking contract 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, or as an alternative allow you to rebook the original property for another period. In either event we shall be under no other liability.

5. Cancellation by holidaymaker

Any cancellation by you (for whatever reason) must be in writing addressed to the owner (fax or email is acceptable). 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 by you under point 2 above, we shall be entitled to the following percentage of the holiday cost:

More than 6 weeks before arrival: 20% of the rental fee

Less than 6 weeks before arrival: 100% of the rental fee

Note: If we are able to re-book the property for the period in question, we will provide a refund of the deposit or full fee if applicable, (but not exceeding the amount for which we have been able to subsequently re-book the property) less £150 administration

YOU ARE STRONGLY ADVISED TO ARRANGE HOLIDAY INSURANCE TO COVER YOUR CANCELLATION RISK

6. Amendments by the holidaymaker

Upon receipt of your booking confirmation email, 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, you must notify us in writing as soon as possible. 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.

7. Information

While we make every effort to ensure that descriptions supplied are accurate, minor differences between the photography, illustrations and/or text used and the actual property and local areas may arise. The owner reserves 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 owner reserves the right to alter furniture, fittings, amenities, facilities, either advertised or previously available, without prior notice. If significant material changes occur after your booking has been confirmed we will advise you if there is time before departure.

8. Number of people using the accommodation

The number of persons using the holiday accommodation must not exceed the maximum number stated on the booking form without prior written agreement, and no additional persons may reside at the villa other than those listed on the booking contract without notifying the owner at least 1 week before the rental begins. If any additional persons are found to be in residence, the £500 security deposit will be forfeit

9. Information regarding requirements for your stay

We will provide an information form for you to complete so that we can prepare the accommodation for your party. It is your responsibility to complete the form in good time (normally at least two weeks before the commencement of your stay) to ensure that the villa is prepared for your holiday.

10. Access

The property owner 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. If the client loses keys during the stay, or if guests lock themselves out of the property, a key replacement charge of £100 is deducted from the security deposit for lost keys and £150 is deducted for any call out. If another other service provider to attend the villa for repairs etc, due to issues caused by the client whilst in residence, the resulting fee will be deducted from the security deposit. If the fee is greater, the client must provide the additional costs.

11. Arrival and departure

You can check into the property at any time after 4pm on your arrival date, and the accommodation must be vacated by 10.00am on the last day. In some cases it may be possible to check in earlier than 4pm or to check out after 10.00am but this depends entirely on other bookings that may have been made on the property and is subject to confirmation by us.

12. Wheelchair-adapted vehicle - fuel charges

Where you take up the option of using the wheelchair adapted vehicle during your stay, you will be responsible for refueling the vehicle. If the vehicle is not full at the end of the stay, we will refuel and deduct the cost from your damage deposit. The charge for refuelling will be the current per-litre charge at a local filling station, plus 10%.

We will collect a separate damage deposit for the vehicle. This will be in the form of a cheque, that will not be cashed unless the vehicle is damaged.

13. Your responsibilities

You must keep the holiday 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 holiday 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 (with the exception of normal wear and tear), and will be responsible for paying appropriate compensation to the property owners in the event of breakages or damage. These costs will be taken from your security deposit.

You are responsible for all long-distance telephone calls if a telephone is provided.

14. Complaints

In the unlikely event that you are disappointed with the holiday accommodation, you must contact us as soon as possible and we will try to solve the problem. 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 holiday, put your comments in writing to us.

15. Liability of the Owner of Villa (address)

The owner shall not be responsible for the death or personal injury of any holidaymaker nor loss of, theft of, or damage to any personal possessions. 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, act of terrorism, civil disturbance acts, flight delays, measures of any kind on the part of any governmental or local authority, or adverse weather conditions including hurricane. In the event of cancellation by either party the cancellation and refund conditions as detailed in clauses 4 and 5 of this document shall apply. 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. The owner is not responsible for noise or disturbance originating beyond the boundaries of the holiday accommodation or which is beyond the owner's control. In respect of the access to the villa's swimming pool, the holidaymaker acknowledges that no life guard is provided and therefore accepts full responsibility for their own safety should they wish to engage in the use of said pool, since it is an inherently dangerous activity.

The holidaymaker also acknowledges that they are responsible for the supervision of children, particularly as regards the use of swimming pools, and access to the garden and roads.

16. Law

All contractual obligations arising out of these booking conditions shall be governed by the laws of England and Wales, and the Courts of England and Wales shall have sole jurisdiction in respect of any dispute or claim hereunder.